



**St. Charles Parish**  
**Meeting Agenda**  
**Parish Council**  
**Agenda**

St. Charles Parish Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
scpcouncil@st-charles-la.us  
<http://www.stcharlesparish-la.gov>

*Council Chairman Wendy Benedetto*  
*Councilmembers Carolyn K. Schexnaydre, Snookie Faucheux,*  
*Terrell D. Wilson, Paul J. Hogan, Larry Cochran,*  
*Traci A. Fletcher, Julia Fisher-Perrier*

**Tuesday, January 22, 2013**

**6:00 PM**

**Council Chambers, Courthouse**

**Final**

**CALL TO ORDER**

**PRAYER**

**Pastor Kendall Pierre**  
**Mt. Zion Missionary Baptist Church, Ama**

**PLEDGE**

**Pastor Kendall Pierre**  
**Mt. Zion Missionary Baptist Church, Ama**

**APPROVAL OF MINUTES**

**Special Meeting - January 3, 2013**

**Regular Meeting - January 7, 2013**

**SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)**

- 1      **2013-0012**    ( 1/22/2013, Schexnaydre, Faucheux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier )  
A resolution to appoint a member to the St. Charles Parish Council to fill the vacancy created by the resignation of District II Councilman Shelley M. Tastet.  
*Legislative History:*  
*1/22/13      Council Member(s)      Introduced*
- 2      **2013-0010**    ( 1/22/2013, St. Pierre, Jr. )  
In Recognition: Honorable Clyde A. "Rock" Gisclair, Assessor
- 3      **2013-0011**    ( 1/22/2013, St. Pierre, Jr. )  
Proclamation: "Wear Red Day for Women in St. Charles Parish"

**REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)**

2013-0015 ( 1/22/2013 )

Risk Management/Safety

2013-0016 ( 1/22/2013, St. Pierre, Jr. )

Parish President Remarks/Report

**ORDINANCES/RESOLUTIONS INTRODUCED FOR PUBLICATION/PUBLIC HEARING****Monday, February 4, 2013, 6:00 pm, Council Chambers, Courthouse, Hahnville**

4 2010-0019 ( 1/22/2013, Hogan )

An ordinance to amend the Code of Ordinances, Chapter 14 Miscellaneous Provisions and Offenses, Section 14-3. Fireworks, to authorize the possession and the utilizing of fireworks on certain days in St. Charles Parish.

Legislative History

1/19/10 Legislative Committee Discussed.

Speakers:

Major Sam Zinna, Sheriff's Office  
Ms. Gwen Dufrene, Bayou Gauche  
Mr. V.J. St. Pierre, Jr., Parish President

5/24/10 Legislative Committee Meeting Cancelled

6/23/10 Legislative Committee Meeting Cancelled

7/7/10 Legislative Committee Discussed.

Speakers:

Ms. Kimberly Marousek, Planning & Zoning Director  
Mr. Aaron Phillips, Destrehan

8/16/10 Legislative Committee Meeting Cancelled

8/18/10 Legislative Committee Discussed.

Speakers:

Mr. Randy Wilson, Garyville  
Mr. Erin Phillips, Luling  
Mr. Corey Savoy, Luling  
Mr. Thomas Barreca, St. Charles Parish Fire Department

9/30/10 Legislative Committee Meeting Cancelled

12/15/10 Legislative Committee Meeting Cancelled

1/10/11 Council Member(s) Introduced

1/10/11 Parish Council Publish/Scheduled PH

1/24/11 Parish Council Amended

Pass

Amendment: to accept the revised version of File No. 2010-0019

1/24/11 Parish Council PH Requirements Satisfied

Reported:

Councilman Hogan Recommended: Approval

1/24/11 Parish Council Approved as Amended

Fail

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Proposed ordinance failed for lack of a majority by the following vote

1/24/11 Parish Council Reconsidered Pass

Discussion: to reconsider the vote on File No. 2010-0019

1/24/11 Parish Council Approved as Amended Fail

**VOTE ON THE PROPOSED ORDINANCE AS AMENDED**

Proposed ordinance failed for lack of a majority by the following vote

2/7/12 Legislative Committee Discussed

**Speakers:**

Mr. Greg Champagne, St. Charles Parish Sheriff

Mr. Tommy Barreca, Fire Chief, Norco Fire Department

3/12/12 Council Member(s) Introduced

3/12/12 Parish Council Publish/Scheduled PH

3/26/12 Parish Council PH Requirements Satisfied

**Reported:**

Councilman Hogan Recommended: Approval

Councilman Nuss Recommended: Approval

**Speakers:**

Ms. Carolyn Tregre, Luling

Ms. Renee Simpson, Luling

Ms. Louise Broach, Luling

Mr. Milton Allemand, Hahnville

3/26/12 Parish Council Amended Pass

Amendment: to amend the proposed ordinance under SECTION I. (3) to change The possession of fireworks in accordance with laws of the State of Louisiana is hereby allowed and along with the utilization such fireworks as allowed by the laws of the State of Louisiana is hereby ... to read The possession and firing of fireworks, as defined in LRS 51:650-660 is hereby ..."

3/26/12 Parish Council Approved as Amended Fail

**VOTE ON THE PROPOSED ORDINANCE AS AMENDED**

Proposed ordinance failed for lack of a majority by the following vote

1/22/13 Council Member(s) Introduced

## PLANNING AND ZONING PETITIONS

### 5 2013-0003 ( 1/7/2013, St. Pierre, Jr., Department of Planning & Zoning )

An ordinance approving and authorizing a Home Occupation under the operation of James H. Smith - "Southern Express Air Conditioning & Heating, LLC" - a heating and air conditioning contractor - at 103 Champagne Lane, Ama.

Legislative History

12/7/12 Department of Planning & Zoning Received/Assigned PH

1/3/13 Department of Planning & Zoning Recommended Approval Planning Commission

1/3/13 Planning Commission Recommended Approval Parish Council

1/7/13 Parish President Introduced

1/7/13 Parish Council Publish/Scheduled PH

## ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

### 11      **2013-0002**    ( 1/7/2013, St. Pierre, Jr., Department of Public Works )

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No P080502-5, Carriage Canal Bank Repairs, to balance the contract quantities with actual quantities resulting in a decrease of \$58,128.23 and decrease contract time by 31 days.

Legislative History

1/7/13	Parish President	Introduced
1/7/13	Parish Council	Publish/Scheduled PH

### 17      **2013-0004**    ( 1/7/2013, Hogan, Schexnaydre )

An ordinance to amend the Code of Ordinances Appendix A, Section VI, A, [I.] O-L, 3, e, to provide that Cemeteries and Mausoleums shall require a supporting resolution of the Parish Council.

Legislative History

1/3/13	Department of Planning & Zoning	No Recommendation	Planning Commission
1/3/13	Planning Commission	Recommended Denial	Parish Council
1/7/13	Council Member(s)	Introduced	
1/7/13	Parish Council	Publish/Scheduled PH	

### 20      **2013-0005**    ( 1/7/2013, Hogan )

An ordinance to amend the Code of Ordinances Appendix A, VI, C; [IV.] C-3, 1, c. Special permit uses to provide that approval of special use permits for barrooms, night clubs, lounges, and dancehalls shall require a supporting resolution of the Parish Council.

Legislative History

1/3/13	Department of Planning & Zoning	No Recommendation	Planning Commission
1/3/13	Planning Commission	Recommended Denial	Parish Council
1/7/13	Council Member(s)	Introduced	
1/7/13	Parish Council	Publish/Scheduled PH	

### 23      **2010-0430**    ( 1/7/2013, Hogan, Schexnaydre )

An ordinance to amend the Code of Ordinances Appendix A, Section VI, D; [I] M-1; 1; c, (5), and Section VI, D; [I] M-1; 1; c, (7) to provide that approval of special use permits for tow yards, barrooms, night clubs, lounges, and dancehalls shall require a supporting resolution of the Parish Council.

Legislative History

12/15/10	Legislative Committee	Meeting Cancelled
2-8/11	Legislative Committee	Discussed

Speakers:

Ms. Kim Marousek, Planning & Zoning Director

1/3/13	Department of Planning & Zoning	No Recommendation	Planning Commission
1/3/13	Planning Commission	Recommended Denial	Parish Council
1/7/13	Council Member(s)	Introduced	
1/7/13	Parish Council	Publish/Scheduled PH	



29      **2013-0006**    ( 1/7/2013, Hogan, Schexnaydre )

An ordinance to amend the Code of Ordinances Appendix A, Section VI, B, [IV.] R-1M, 2, a, to provide that RV Parks shall require a supporting resolution of the Parish Council.

Legislative History:

1/3/13	Department of Parks and Recreation	No Recommendation	Planning Commission
1/3/13	Planning Commission	Recommended Denial	Parish Council
1/7/13	Council Member(s)	Introduced	
1/7/13	Parish Council	Publish/Scheduled PH	

32      **2013-0007**    ( 1/7/2013, St. Pierre, Jr., Department of Planning & Zoning, Faucheux, Wilson )

An ordinance to approve and authorize the execution of an Agreement between Burk-Kleinpeter, Inc. (BKI) and St. Charles Parish to prepare a Corridor Revitalization Plan for Paul Maillard Road, LA 52.

Legislative History:

1/7/13	Parish President	Introduced
1/7/13	Parish Council	Publish/Scheduled PH

97      **2013-0008**    ( 1/7/2013, St. Pierre, Jr., Department of Planning & Zoning, Faucheux, Wilson )

An ordinance to approve and authorize the execution of an Agreement between the Center for Planning Excellence (CPEX) and St. Charles Parish to assist with the development of a Revitalization Plan for the Paul Maillard Road Corridor, LA 52.

Legislative History:

1/7/13	Parish President	Introduced
1/7/13	Parish Council	Publish/Scheduled PH

111      **2013-0009**    ( 1/7/2013, Wilson )

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "No Overnight Parking" signs on Avalon Place, Tristan Lane, Kaylee Drive, Meredith Place, and Laklynn Lane in Avalon Subdivision in Hahnville.

Legislative History:

1/7/13	Council Member(s)	Introduced
1/7/13	Parish Council	Publish/Scheduled PH

**RESOLUTIONS**112      **2013-0013**    ( 1/22/2013, St. Pierre, Jr., Grants Office )

A resolution supporting the application for funding of the West Bank B Plant Clarifier Refurbishment project through the Louisiana Office of Community Development's FY 2012-2013 Community Water Enrichment Fund.

Legislative History:

1/22/13	Parish President	Introduced
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113      **2013-0014**      ( 1/22/2013, St. Pierre, Jr., Department of Planning & Zoning )

A resolution providing mandatory supporting authorization to endorse the resubdivision of Lot ADV-19 into Lots ADV-19-A, ADV-19-B, ADV-19-C and ADV-19-D located in Section 46, T13S R21E, between 12237 and 12287 Hwy. 90, Luling, St. Charles Parish, LA. Zoning District C-2. Council District 7 with a requested waiver of the frontage requirement for Lot ADV-19-C from 60 feet to 40.26 feet and a waiver to the requirements that all side lot lines shall be at right angles to straight street lines, as requested by the Louisiana Department of Transportation and Development.

Legislative History

7/31/12	Department of Planning & Zoning	Received/Assigned PH	
1/3/13	Department of Planning & Zoning	Recommended Approval	Planning Commission
1/3/13	Planning Commission	Recommended Approval	Parish Council
1/22/13	Parish President	Introduced	

122      **2013-0017**      ( 1/22/2013, Schexnaydre, Fauchaux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier )

A resolution authorizing the issuance of a Special License to St. John The Baptist Catholic Church to conduct a Super Bingo.

Legislative History

1/22/13	Council Member(s)	Introduced
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**APPOINTMENTS****2012-0454**      ( 1/7/2013 )

A resolution to appoint a member to the Planning & Zoning Commission as the District VI Representative.

*Council Chairman will accept nomination from the District VI Councilmember to fill the vacancy caused by the resignation of the term of Mr. Ronald J. Perry. Unexpired term to begin immediately and expire May 31, 2016.*

Legislative History

5/21/12	Parish Council	Enacted Legislation
<i>Mr. Ronald J. Perry appointed to the Planning &amp; Zoning Commission as the District VI Representative on May 21, 2012, per Resolution No. 5915.</i>		
<i>Term: May 31, 2012 - May 31, 2016</i>		
1/7/13	Parish Council	Vacancy Announced

**2013-0018**      ( 1/22/2013 )

Council Ex-Officio Appointment to the Hospital Service District

*Term is concurrent with the Governing Authority.*

**SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL****2013-0019**      ( 1/22/2013, Benedetto )

Executive Session: Mayor Mitchell J. Landrieu vs. St. Charles Parish Council, Et Al; Civil District Court for the Parish of Orleans, Case Number 2012-08721

**MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.****MEETINGS**

*COASTAL ZONE ADVISORY BOARD: Thursday, 1/24/13, 6:30PM, Council Chambers*

*HOUSING AUTHORITY: Tuesday, 1/29/13, 6PM, Council Chambers*

*HOSPITAL BOARD: Wednesday, 1/30/13, 9AM, Council Chambers*

**Accommodations for Disabled**

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

**2013-0012**

**INTRODUCED BY: ST. CHARLES PARISH COUNCIL  
RESOLUTION NO. \_\_\_\_\_**

A resolution to appoint a member to the St. Charles Parish Council to fill the vacancy created by the resignation of District II Councilman Shelley M. Tastet.

**WHEREAS,** effective December 31, 2012 District II Councilman Shelley M. Tastet resigned as a member of the St. Charles Parish Council; and,

**WHEREAS,** in accordance with Article III Section A, 6, of the St. Charles Parish Home Rule Charter any vacancy on the Council shall be filled within thirty (30) days by majority vote of the remaining members; and,

**WHEREAS,** since the unexpired portion of the term is more than one year the appointee shall serve in office until the person elected to fill the vacancy assumes the office.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby appoint**

\_\_\_\_\_ as Councilman District II.

**BE IT FURTHER RESOLVED** that said appointment shall be effective immediately and shall continue until the person elected to fill the vacancy assumes the office.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective immediately.

APPOINT COUNCILMAN DISTRICT II (VACANCY)

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED : \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

# The Parish of St. Charles

January 22, 2013

## IN RECOGNITION

WHEREAS, Mr. Clyde A. "Rock" Gisclair, a lifelong resident of Luling, and his wife Sylvia Keller Gisclair are the parents of Tara Gisclair Dufrene, wife of Chad Dufrene, John Gisclair, husband of Jeanmarie, and Daniel Gisclair and the grandparents of Andrew, Eric and Danielle Dufrene and Jenna, Jace and Jacques Gisclair; and,

WHEREAS, Mr. Gisclair graduated from Hahnville High School in 1953 and six days later signed a contract with the Brooklyn Dodgers baseball team, playing professionally for four years until he was drafted into the United States Army where he served for nineteen months with the DMZ Police in Korea; and,

WHEREAS, upon his return from the Korean Conflict, Mr. Gisclair became a barber and worked with his father Claudet R. Gisclair in his Barber Shop in Luling; and,

WHEREAS, in 1967 Mr. Gisclair received a Bachelor of Arts Degree from Nicholls State University and in 1969 he received his Master's Degree in Education, also from Nicholls State University; and,

WHEREAS, Mr. Gisclair taught English and History at Hahnville High School and became the Principal of Riverside Academy in 1970; and,

WHEREAS, in 1972 Mr. Gisclair decided to offer himself for public service and he was elected Assessor of St. Charles Parish, assuming the duties of office on July 2, 1972 and serving until his retirement on December 31, 2012; and,

WHEREAS, Mr. Gisclair, a Certified Louisiana Assessor, managed the office in a proficient and efficient manner for over forty years, serving as a member of the Louisiana Assessor's Association, the International Association of Assessing Officers, the Association of Governmental Accountants, the National Association of Master Appraisers, the College of Real Estate Appraisers, the International Real Estate Institute and the Environmental Assessment Association; and,

WHEREAS, Mr. Gisclair and his wife were honored by being selected the 1995 King and Queen of the Krewe of Lul Parade; and,

WHEREAS, during his entire career in public service Mr. Gisclair was known for always being available to meet and greet his constituents and to assist anyone in need; and,

WHEREAS, Mr. Gisclair has served the citizens of St. Charles Parish with honor, dignity and distinction for over forty years in public service.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, Duly Assembled on this 22<sup>nd</sup> day of January, 2013 do hereby express our sincere thanks and appreciation for Outstanding and Distinguished Public Service to

**Clyde A. "Rock" Gisclair**

Assessor

St. Charles Parish

July 2, 1972 - December 31, 2012

"PARISH OF RECENT"  
created in 1807 from the county of the  
"German Coast", a parish of  
unprecedented economic and social  
development, known for its  
hospitality, rural living and sporting  
opportunities... with the added  
distinction of being located  
on both sides of the  
Mississippi River.

*V.J. St. Pierre, Jr.*

V.J. ST. PIERRE, JR.  
PARISH PRESIDENT

*Clayton Fauchoux, Jr.*

CLAYTON FAUCHEUX, JR.  
COUNCILMAN AT LARGE, DIV. B

*Terrell D. Wilson*

TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

*Wendy Benedetto*

WENDY BENEDETTO  
COUNCILWOMAN, DISTRICT III

*Paul J. Hogan*

PAUL J. HOGAN  
COUNCILMAN, DISTRICT IV

*Carolyn K. Schumaydre*

CAROLYN K. SCHUMAYDRE  
COUNCILWOMAN AT LARGE, DIV. A

*Larry Cochran*

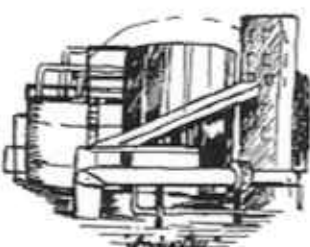
LARRY COCHRAN  
COUNCILMAN, DISTRICT V

*Traci A. Fletcher*

TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI

*Julia Fisher-Perrier*

JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII



**2013-0011**

**PROCLAMATION**

**WHEREAS,** diseases of the heart are the Nation's leading cause of death and stroke is the third leading cause of death; and,  
**WHEREAS,** cardiovascular diseases (CVD) claim the lives of nearly 500,000 American females (about one death per minute) each year; and,  
**WHEREAS,** more women die of heart disease, stroke, and all other cardiovascular diseases than the next five leading causes of death combined, including all cancers; and,  
**WHEREAS,** February is designated as American Heart Month; and,  
**WHEREAS,** "Go Red For Women" is the American Heart Association's national call to increase awareness about heart disease - the leading cause of death for women - and to inspire women to take charge of their heart health; and,  
**WHEREAS,** since the first National Wear Red Day 10 years ago, tremendous strides have been made in the fight against heart disease in women; and,  
**WHEREAS,** 21% fewer women are dying from heart disease and 23% more women are aware that it's their No. 1 health threat; and,  
**WHEREAS,** all women should learn their own personal risk for heart disease, using tools that the "Go Red For Women" social initiative provides and by talking to their healthcare provider; and,  
**WHEREAS,** making the right choices relating to proper nutrition, physical activity, doctor visits, and other lifestyle methods is essential to living a heart healthy life.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY DECLARE FRIDAY, FEBRUARY 1, 2013 AS:**

**"WEAR RED DAY FOR WOMEN IN ST. CHARLES PARISH"**

**IN RECOGNITION OF THE IMPORTANCE OF THE ONGOING FIGHT AGAINST HEART DISEASE AND STROKE AND URGE ALL CITIZENS TO SHOW THEIR SUPPORT FOR WOMEN AND THE FIGHT AGAINST HEART DISEASE BY COMMEMORATING THIS DAY BY THE WEARING OF THE COLOR RED. BY INCREASING AWARENESS AND EMPOWERING WOMEN TO REDUCE THEIR RISK FOR CARDIOVASCULAR DISEASE, WE CAN SAVE THOUSANDS OF LIVES EACH YEAR.**

**V.J. ST. PIERRE, JR.**  
**PARISH PRESIDENT**

**CAROLYN K. SCHEXNAYDRE**  
**COUNCILWOMAN AT LARGE, DIV. A**

**CLAYTON FAUCHEUX, JR.**  
**COUNCILMAN AT LARGE, DIV. B**

**LARRY COCHRAN**  
**COUNCILMAN, DISTRICT V**

**TERRELL D. WILSON**  
**COUNCILMAN, DISTRICT I**

**TRACI A. FLETCHER**  
**COUNCILWOMAN, DISTRICT VI**

**WENDY BENEDETTO**  
**COUNCILWOMAN, DISTRICT III**

**JULIA FISHER-PERRIER**  
**COUNCILWOMAN, DISTRICT VII**

**PAUL J. HOGAN, PE**  
**COUNCILMAN, DISTRICT IV**



**2010-0019**

**INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV**  
**ORDINANCE NO. \_\_\_\_\_**

An ordinance to amend the Code of Ordinances, Chapter 14 Miscellaneous Provisions and Offenses, Section 14-3. Fireworks, to authorize the possession and the utilizing of fireworks on certain days in St. Charles Parish.

**WHEREAS,** the discharging of fireworks for Independence Day and New Years is an American tradition; and,

**WHEREAS,** the sale of fireworks is allowed in Lafourche Parish, St. John the Baptist Parish, and the City of Gretna, all in close proximity to St. Charles Parish, and many residents are utilizing fireworks in St. Charles Parish; and,

**WHEREAS,** the strict enforcement of the fireworks prohibition in St. Charles Parish is extremely hard to enforce due to the availability of fireworks in such close proximity to the Parish; and,

**WHEREAS,** this ordinance will allow residents to possess and to utilize fireworks for the celebration of each New Year and the celebration of the Independence of Our Nation on specific days and during specific hours.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Code of Ordinances, Chapter 14 Miscellaneous Provisions and Offenses, Section 14 – 3 Fireworks (b) Exception. is hereby amended by adding the following:

- (3) The possession of fireworks in accordance with laws of the State of Louisiana is hereby allowed and along with the utilization such fireworks as allowed by the laws of the State of Louisiana is hereby allowed on July 3 from 9:00 a.m. to 10:00 p.m., July 4 from 9:00 a.m. to 10:00 p.m., December 31 from 9:00 a.m. to 1:00 a.m. on January 1, and January 1 from 9:00 a.m. to 10:00 p.m., provided such fireworks are not discharged within 1,000 feet of a gas station or industrial facility or within other location(s) specifically prohibited by ordinance.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

2010-0019 (2-20-12) Fireworks and Rec (3)

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

**2013-0003**

**INTRODUCED BY: V.J. ST. PIERRE, JR. PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)**

**ORDINANCE NO. \_\_\_\_\_**

An ordinance approving and authorizing a Home Occupation under the operation of James H. Smith – "Southern Express Air Conditioning & Heating, LLC" – a heating and air conditioning contractor – at 103 Champagne Lane, Ama.

**WHEREAS,** the St. Charles Parish Code of Ordinances, Appendix A, Section XXII states that home occupations requiring any state license or permit must be approved by the Parish Council; and,

**WHEREAS,** the home occupation permit requested by James H. Smith requires licensing by the Louisiana State Licensing Board for Contractors; and,

**WHEREAS,** the St. Charles Parish Planning and Zoning Commission recommended approval of the request at a regular meeting on January 3, 2013.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the request for a home occupation permit by James H. Smith to operate "Southern Express Air Conditioning & Heating, LLC" – a heating and air conditioning contractor – at 103 Champagne Lane, Ama. – is approved; and,

**SECTION II.** That the Department of Planning & Zoning is authorized to grant James H. Smith a home occupation permit to operate "Southern Express Air Conditioning & Heating, LLC" – a heating and air conditioning contractor – at 103 Champagne Lane, Ama.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_



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**RECOMMENDATIONS AT A GLANCE**

PZHO-2013-01 requested by James H. Smith for special permission to operate the following home occupation – “Southern Express A/C and Heating” – a subcontractor for an a/c installation and service. The home occupation will be at 103 Champagne Ln., Ama. Zoning District M-2. Council District 2.

**Planning Department Recommendation:**

Approval

**Planning Commission Recommendation:**

Approval

Mr. Gibbs: First item on the agenda PZHO-2013-01 requested by James H. Smith for special permission to operate the following home occupation – “Southern Express A/C and Heating” – a subcontractor for an a/c installation and service. The home occupation will be at 103 Champagne Ln., Ama. Zoning District M-2. Council District 2.

Ms. Stein: Thanks Mr. Chair. Mr. Smith can in with his application late last year in early December, The corporation was filed with the Secretary of State in May 2012. The request appears before the Planning and Zoning Commission because of the need for licensing by the Louisiana State Licensing Board for Contractors. The request appears to meet the general requirements for home occupations. So we recommend approval and we received no negative comments.

Mr. Gibbs: Thank you Ms. Stein. Is there anyone in the audience to speak in favor? Can you state your name and address please?

My name is James Smith, 103 Champagne Lane, Ama, LA.

Mr. Gibbs: Do you care to add anything to this? It's pretty self-explanatory.

Mr. Smith: No, I'm just applying for my home occupation license.

Mr. Gibbs: Thank you Mr. Smith.

Mr. Clulee: Mr. Chairman.

Mr. Gibbs: Yes Sir.

Mr. Clulee: I know exactly, I've been over here, I know these people, I know what he's talking about and I appreciate your support. This is in my district and I appreciate your support. Thank you.

Mr. Gibbs: Thank you. Anyone else to speak in favor or against? Any more comments? Cast your vote please.

YEAS:	Foster, Booth, Gibbs, Galliano, Clulee, Perry
NAYS:	None
ABSENT:	Pierre

Mr. Gibbs: That's unanimous with Ms. Pierre absent. Mr. Smith that will require the Council's approval as well, the meeting will be on January 22 and it will be in this room.

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# St. Charles Parish

## Department of Planning & Zoning

### LAND USE REPORT

#### CASE NUMBER: HO 2013-01

#### GENERAL APPLICATION INFORMATION

- ♦ **Name/Address of Applicant:** Application Date: 12/7/2012  
James H. Smith  
103 Champagne Lane  
Ama, LA 70031  
504.431.7825 / 504.418.0190 / Jneontanlyn@yahoo.com
- ♦ **Location of Site:**  
Same
- ♦ **Applicant's description of business:**  
Subcontracting for A/C installation & service. There will be no deliveries to the residence.  
One Ford F-150 econo van. No materials stored at home.

#### SITE – SPECIFIC INFORMATION

- ♦ **Existing Land Use and Zoning:**  
Single-family residence in an M-2 zoning district.
- ♦ **Surrounding Land Uses and Zoning:**  
The site is surrounded by residential uses and M-2 zoning.
- ♦ **Traffic Access and parking:**  
The property is developed with a hard surface that can accommodate two passenger vehicles.

#### APPLICABLE REGULATIONS

##### Regulations for Home Occupations: Appendix A. Section XXII

##### B. Permit Process:

1. **Pre-Application Orientation:** The Planning Director, or his designated staff, shall advise citizens of the regulations for home occupations such as appropriate activities for home occupations, operational regulations, and consequences for violating operational regulations. The Planning Director, or his designated staff, shall determine whether the premises to be permitted is in compliance with the St. Charles Parish code of Ordinances, or what measures must be taken to bring the premises into compliance prior to consideration of an application for a home occupation permit.
2. **Application:** A citizen who proposes appropriate activities at a residence that is not under citation for violation of this Code may apply for a permit for a home occupation. The fee shall be two hundred dollars (\$200.00). The applicant will agree to follow operational regulations. When an applicant does not own the subject property, the applicant must provide notarized endorsement of the application by the property owner.
3. **Departmental Review:** The Planning Director, or his designated staff, shall determine whether the proposed activity complies with the operational regulations of this section. The operational regulations are a guideline.
4. **Public Notice and Comment:**
  - a. Once the Planning Director has determined that the proposed activity meets the general parameters of this code and the operational requirements of this section, the property shall be posted for ten (10) days with a sign stating that the resident has applied for a permit to operate a home occupation and that the Department of Planning and Zoning will receive and record public comment on the application for the same ten (10) calendar days.
  - b. A copy of the application shall be forwarded to the District Councilman and both Councilman-At-Large.
5. **Determination:** The Planning Director shall consider the nature of the home occupation, the operational regulations, the relationship of the proposed home occupation to neighboring properties, requirements for state permits and licenses, and take one of the following actions:

- a. Issue a Home Occupational Permit with or without written conditions, for those occupations that do not require state permit or license.
- b. Forward applications requiring state permits or licenses along with a recommendation of the Department to the Planning and Zoning Commission for public hearing and recommendation and to the Parish Council for public hearing and decision.
- c. Deny the application.

C. Operational Regulations:

- 1. All products produced for sale must be hand manufactured or grown on the premises using only hand tools or domestic mechanical equipment. Such domestic mechanical equipment shall not exceed two (2) horsepower per piece of equipment, and the sum total of all such equipment shall not exceed six (6) horsepower. A single kiln shall not exceed eight (8) kilowatts or the equivalent in a gas-fired fixture.
- 2. All sales of products, including those produced or grown on the premises, and the performance of all services shall take place off the premises. However, the Planning Director may permit on-premises sales or the performance of services as a condition of a home occupation permit when it may be found that such sales or services will not produce any detrimental effects upon the surrounding neighborhood. This may include but is not limited to snowball stands, tax and legal services. The Department may impose conditions regulating the duration, scope, and size of operation.
- 3. There shall be no signs posted which indicate the existence of the home occupation.
- 4. No licensed vehicle in excess of one (1) ton (manufacturer's rating), and no more than one (1) licensed motorized vehicle, shall be utilized by any resident of the premises in connection with the home occupation. (Ord. No. 03-8-11, § I, 8-18-03)
- 5. Only the residents of the premises shall be engaged in the home occupation.
- 6. There shall be no outdoor storage of materials or products on the premises except as otherwise permitted by the Planning Director. Indoor storage of material or products shall not exceed twenty (20) percent of the gross floor area of the dwelling.
- 7. Home occupations, except for horticultural uses, shall be conducted only within a structure on the premises.
- 8. The home occupation shall not eliminate required off-street parking.
- 9. The home occupation shall not cause any external effect associated with the home occupation, such as increased noise, excessive traffic, excessive lighting, or offensive odor, which is incompatible with the characteristics of the residential zone, or in violation of the revisions of any applicable governmental code. There shall be no illegal discharge of materials, fluids, or gases into the sewer system, or any other manner of discharging such items in violation of any applicable governmental code.
- 10. The resident or residents engaged in the home occupation shall possess a current St. Charles Parish Occupational License and health certification from the Parish Health Unit when required. An inspection approval from the State Fire Marshal shall be required when any food preparation requiring ovens or stoves, mechanical equipment, a simple kiln, or gas-fired fixture are necessary for production.
- 11. Home occupation activities which include the manufacture, sale, or repair firearms (or any related commercial activity) shall be prohibited in R-2 and R-3 residential zoning districts, and shall be additionally prohibited on residentially zoned lots which contain more than one dwelling unit. (Ord. No. 96-7-4, 96-7-4)
- 12. No alcoholic beverages shall be sold or provided in connection with the operation of a home occupation. (Ord. No. 98-8-1, 8-3-98)
- 13. Home occupation permit holders shall provide annual evidence of valid occupational licensing as issued by the St. Charles Parish Sheriff's Office. Evidence of occupational licensing shall be provided to the Department of Planning and Zoning by March 31st of each calendar year. (Ord. No. 98-8-14, 8-17-98)

## **FINDINGS**

In December, Mr. Smith completed his application to use his residence as the home office for Southern Express Air Conditioning & Heating, LLC. The corporation was filed with the Secretary of State in May 2012.

The request appears before the Planning and Zoning Commission because of the need for licensing by the Louisiana State Licensing Board for Contractors.

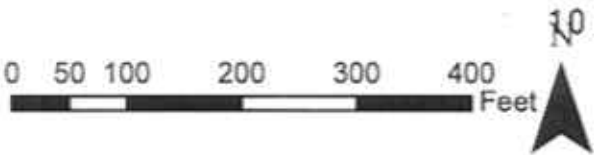
The request appears to meet the general requirements for home occupations.

## **DEPARTMENT RECOMMENDATIONS**

### **Approval.**



PZHO 2013-01  
Requested by James H. Smith  
For permission to operate a business  
At a residence at 107 champagne Lane, Ama



**2013-0002**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)**

**ORDINANCE NO. \_\_\_\_\_**

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No P080502-5, Carriage Canal Bank Repairs, to balance the contract quantities with actual quantities resulting in a decrease of \$58,128.23 and decrease contract time by 31 days.

**WHEREAS,** Ordinance No. 12-8-17 adopted August 20, 2012 by the St. Charles Parish Council awarded construction of Parish Project No P080502-5, Carriage Canal Bank Repairs, to Cycle Construction Co., LLC; and,

**WHEREAS,** it is necessary to amend the contract to adjust the original contract quantities with actual quantities resulting in a decrease to the contract amount by \$58,128.23 and decrease contract time by 31 days.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That Change Order No. 1 (Final) for Parish Project No. P080502-5, Carriage Canal Bank Repairs to decrease the contract amount by \$58,123.23 and decrease the contract time by 31 days is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Change Order on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

## CHANGE ORDER

No. 1 (Final)

DATE OF ISSUANCE December 10, 2012

EFFECTIVE DATE

OWNER	St. Charles Parish Department of Public Works and Wastewater	
CONTRACTOR	Cycle Construction Co., L.L.C.	
Contract:	Carriage Canal Repairs	
Project:	P080502-5 – Carriage Canal Repairs	
OWNER's Contract No.	P080502-5	ENGINEER's Contract No. 2008-21-810
ENGINEER	Evans-Graves Engineers, Inc.	

You are directed to make the following changes in the Contract Documents:

### Description:

1. Delete the Following Work Items:

- a. Contract Item No. 8 Relocation of Infrastructure  
Delete item in its entirety (change to "Not Used"). (\$50,000.00)

Total of Deducted Items = (\$50,000.00)

2. Add the Following Work Items:

- a. Contract Item No. 9 Fabric and Sand Backfill  
Add item in its entirety. \$11,051.00
- b. Contract Item No. 10 Weld and Paint Closure Pieces (2 EA)  
Add item in its entirety. \$1,798.00
- c. Contract Item No. 11 Material Cost Only for Unused Sheet Pile  
Add item in its entirety. \$7,266.47

Total of Added Work Items = \$20,115.47

3. Revise the Following Work Item Quantities:

- a. Contract Item No. 4 Embankment  
The quantity is to be decreased by 53 CY (\$1,113.00)
- b. Contract Item No. 5 Steel Sheet Piling  
The quantity is to be decreased by 1,023.80 SF (\$27,130.70)

Total of Change in Work Items Quantities = (\$28,243.70)

TOTAL CHANGE IN PROJECT COST (CREDIT) = (\$58,128.23)

See Attachment No. 1 – Description of Changes, for more detail.

### Reason for Change Order:

1. Deleted Work Items
- a. Contract Item No. 8 was not required. There was no hidden infrastructure encountered during construction which presented an underground obstruction to sheet pile driving.
2. Add Work Items
- a. Contract Item No. 9 was added to change the backfill material from clay embankment (Item No. 4) to sand, and to add a layer of geotextile fabric to encapsulate the backfill and prevent leakage through the sheet pile joints. Based on observed field conditions, it was determined that a lightweight sand backfill would be a better construction material and would compact better behind the wall. Refer to Item 3(a) below.
- b. Contract Item No. 10 was added to provide a solid closure between the existing wingwall and the new sheet pile wall, to prevent loss of backfill material at the interface location. The original plans called for a butt joint at this interface, but due to the different shapes of the two sheet pile sections and difficulty driving immediately adjacent to the existing wingwall, a consistent closure was not able to be achieved, so it was decided that the two sections should be welded together.

- c. Contract Item No. 11 was added to account for the Contractor's purchase of sheet pile material that was deleted from the project (Item No. 5). The materials should be reimbursed, but there should be no charge to the project for labor or equipment. Refer to Item 3(b) below.
- 3. Revise Work Item Quantities
  - a. Contract Item No. 4 Embankment contained a quantity of material for backfill and a quantity of material for topsoil. The backfill material was changed to sand, and so the backfill portion of the total quantity was deleted from the project. The remaining quantity is for topsoil on top of the new sand backfill. Refer to Item 2(a) above.
  - b. Contract Item No. 5 Steel Sheet Piling was adjusted to delete several sheet piles from the project which were determined based on field conditions to be unnecessary to the project's successful implementation. The reduction in sheet pile quantity at the contract unit price covers materials, labor, and equipment. While the labor and equipment portion of these additional sheets could be deleted since no work was done on these deleted sheet piles, the Contractor was still owed money for the purchase of the materials; and so Item No. 11 was added to account for this. Refer to Item 2(c) above.

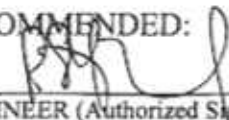
**Attachments:** No. 1 – Description of Changes



CHANGE IN CONTRACT PRICE:
Original Contract Price \$558,810.00
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$0.00
Contract Price prior to this Change Order: \$558,810.00
Net increase (decrease) of this Change Order: (\$58,128.23)
Contract Price with all approved Change Orders: \$500,681.77

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: January 6, 2013 Ready for final payment: February 20, 2013
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: 0 Ready for final payment: 0
Contract Times prior to this Change Order: Substantial Completion: January 6, 2013 Ready for final payment: February 20, 2013
Net increase (decrease) this Change Order: Substantial Completion: 31 Ready for final payment: 31
Contract Times with all approved Change Orders: Substantial Completion: December 6, 2012 Ready for final payment: January 20, 2013

RECOMMENDED:

By:   
ENGINEER (Authorized Signature)

APPROVED:

By: \_\_\_\_\_  
OWNER (Authorized Signature)

ACCEPTED:

By:   
CONTRACTOR (Authorized Signature)  
Jonathan N. Kernion

President

Date: 12-10-12

Date: \_\_\_\_\_

Date: 12/10/12

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

ATTACHMENT NO 1 - DESCRIPTION OF CHANGES

P080502-5 Carriage Canal Repairs

Item No.	Description	Unit	Original Contract		Change Order No. 1		Total to Date		Increases	Decreases	Deletions	Additions
			Quantity	Cost	Quantity	Cost	Quantity	Cost				
1	Mobilization/ Demobilization	LS	1.00	\$65,000.00			1.00	\$65,000.00				
2	Clearing and Grubbing	LS	1.00	\$18,000.00			1.00	\$18,000.00				
3	Excavation	CY	1,000.00	\$26.50			1,000.00	\$26,500.00				
4	Embankment	CY	110.00	\$21.00	(53.00)	(\$1,113.00)	57.00	\$1,197.00		(\$1,113.00)		
5	Steel Sheet Piling	SF	14,720.00	\$26.50	(1023.80)	(\$27,130.70)	13,696.20	\$362,949.30		(\$27,130.70)		
6	Hydroseed	SY	320.00	\$6.00			320.00	\$1,920.00				
7	Construction Layout	LS	1.00	\$5,000.00			1.00	\$5,000.00				
8	Relocation of Infrastructure Items	LS	1.00	\$50,000.00	(1.00)	(\$50,000.00)	0.00	\$0.00			(\$50,000.00)	
9	Fabric and Sand Backfill	LS	0.00	\$0.00	1.00	\$11,051.00	1.00	\$11,051.00				\$11,051.00
10	Weld and Paint Closure Pieces (2 EA)	LS	0.00	\$0.00	1.00	\$1,798.00	1.00	\$1,798.00				\$1,798.00
11	Material Cost Only for Unused Sheet Pile	LS	0.00	\$0.00	1.00	\$7,266.47	1.00	\$7,266.47				\$7,266.47

TOTALS: \$558,810.00 (\$58,128.23) \$500,681.77 \$0.00 (\$28,243.70) (\$50,000.00) \$20,115.47

RESULTING COST INCREASE (DECREASE) TO ST. CHARLES PARISH

(\$58,128.23)

-10.40% of Base Bid



# ST. CHARLES PARISH

## DEPARTMENT OF PUBLIC WORKS

100 RIVER OAKS DRIVE • DESTREHAN, LOUISIANA 70047

(985) 783-5102 • (985) 783-5104 • FAX (985) 725-2250

Website: [www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

V.J. ST. PIERRE, JR.  
PARISH PRESIDENT

SAM SCHOLLE  
DIRECTOR

January 3, 2013



TO: Tiffany K. Clark  
Council Secretary

FROM: Sam C. Scholle   
Director of Public Works/Wastewater

SUBJECT: Carriage Canal Repairs  
St. Charles Parish Project No. P080502-5

Please prepare for introduction Change Order No. 1 (Final) for the above referenced project at the upcoming council meeting on January 7, 2013. An electronic copy of the ordinance will be sent by email.

Thank you for your usual cooperation.

SCS:jgl

Attachments

**2013-0004**

**INTRODUCED BY:** PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV  
CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION B

**ORDINANCE NO.** \_\_\_\_\_

An ordinance to amend the Code of Ordinances Appendix A, Section VI, A, [I.] O-L, 3, e, to provide that Cemeteries and Mausoleums shall require a supporting resolution of the Parish Council.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Code of Ordinances, Appendix A, Section VI, A, [I.] O-L, 3, e, is hereby amended by adding (3) as follows:  
(3) A supporting resolution by the Parish Council.  
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

2013-0004 Amend Code - Appendix A O-L Cemeteries (12-13-12)

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

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**RECOMMENDATIONS AT A GLANCE**

PZO-2013-02 requested by Paul J. Hogan, PE, Councilman, District IV and Carolyn K. Schexnaydre, Councilwoman at Large, Div. B for an ordinance to amend the Code of Ordinances Appendix A, [I.] O-L, 3, e, to provide that Cemeteries and Mausoleums shall require a supporting resolution of the Parish Council.

**Planning Department Recommendation:**

No Recommendation

**Planning Commission Recommendation:**

Denial

Mr. Gibbs: Next item on the agenda PZO-2013-02 requested by Paul J. Hogan, PE, Councilman, District IV and Carolyn K. Schexnaydre, Councilwoman at Large, Div. B for an ordinance to amend the Code of Ordinances Appendix A, [L] O-L, 3, e, to provide that Cemeteries and Mausoleums shall require a supporting resolution of the Parish Council. Mr. Hogan.

Mr. Hogan: Same thing I stated earlier.

Ms. Marousek: I'd like to ask Mr. Hogan if he would mind making an amendment to this that would in front of that statement add *review and approval by the Planning Commission and supporting resolution by the Parish Council*. The way the ordinance is currently written it says it requires a supporting resolution, I was wondering if he wouldn't mind amending that to read the same way the other ones read.

Mr. Hogan: Yes. I'll make that amendment. So if the Board could make a motion to amend this with that wording that she stated added in there and make your vote with that amendment.

Mr. Booth: I'd like to make that amendment that we vote on the same as the other ones are stated and I'm ready to cast my vote.

Ms. Marousek: As amended?

Mr. Gibbs: I'm sorry, this is a public hearing for PZO-2013-02 anyone in the audience to speak against or for? Commission members cast your vote please, as amended.

YEAS: Foster, Perry

NAYS: Booth, Gibbs, Galliano, Clulee

ABSENT: Pierre

Mr. Gibbs: That fails with Mr. Foster and Mr. Perry for, Mr. Clulee, Gibbs, Booth, and Galliano against and Ms. Pierre absent.

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2013-0005

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV  
CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION B  
ORDINANCE NO. \_\_\_\_\_

An ordinance to amend the Code of Ordinances Appendix A, VI, C; [IV.] C-3, 1, c. Special permit uses to provide that approval of special use permits for barrooms, night clubs, lounges, and dancehalls shall require a supporting resolution of the Parish Council.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Appendix A, Section VI, C; [IV.] C-3, 1, c. Special permit uses, (1) is hereby amended to read as follows:

- (1) Barrooms, night clubs, lounges, and dancehalls upon review and approval by the Planning Commission and supporting resolution of the Council.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

2013-0005 Amend Code - Appendix A C-3 Barrooms (12-13-12)

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

**RECOMMENDATIONS AT A GLANCE**

PZO-2013-03 requested by Paul J. Hogan, PE, Councilman, District IV and Carolyn K. Schexnaydre, Councilwoman at Large, Div. B for an ordinance to amend the Code of Ordinances Appendix A, VI, C; [IV] C-3, 1, c. Special permit uses to provide that approval of special use permits for barrooms, night clubs, lounges and dancehalls shall require a supporting resolution of the Parish Council.

**Planning Department Recommendation:**

No Recommendation

**Planning Commission Recommendation:**

Denial



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Mr. Gibbs: PZO-2013-03 requested by Paul J. Hogan, PE, Councilman, District IV and Carolyn K. Schexnaydre, Councilwoman at Large, Div. B for an ordinance to amend the Code of Ordinances Appendix A, VI, C; [IV] C-3, 1, c. Special permit uses to provide that approval of special use permits for barrooms, night clubs, lounges and dancehalls shall require a supporting resolution of the Parish Council. Mr. Hogan.

Mr. Hogan: Same applies for this one.

Mr. Gibbs: This is a public hearing for PZO-2013-03 anyone in the audience to speak for or against? Commission members cast your vote.

YEAS: Foster, Perry  
NAYS: Booth, Gibbs, Galliano, Clulee  
ABSENT: Pierre

Mr. Gibbs: That fails with Mr. Foster and Mr. Perry for, Mr. Clulee, Gibbs, Booth, and Galliano against and Ms. Pierre absent.

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2010-0430

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV  
CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION B  
ORDINANCE NO. \_\_\_\_\_

An ordinance to amend the Code of Ordinances Appendix A, Section VI, D; [I] M-1; 1; c, (5), and Section VI, D; [I] M-1; 1; c, (7) to provide that approval of special use permits for tow yards, barrooms, night clubs, lounges, and dancehalls shall require a supporting resolution of the Parish Council.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Appendix A, Section VI, D, [I] M-1, 1, c. Special permit uses and structures include the following: (5), is hereby amended, with no changes to any of the subsections of (5), to read as follows:

- (5) Towing yard. Towing yards, upon review and approval by the Planning Commission and supporting resolution of the Council, shall conform to the following regulations:

SECTION II. That the Code of Ordinances, Appendix A, Section VI, D; [I] M-1; 1; c. Special permit uses and structures include the following: (7), is hereby amended to read as follows:

- (7) Barrooms, night clubs, lounges and dancehalls upon review and approval by the Planning Commission and supporting resolution of the Council.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

2010-0430 Amend Code - Appendix A M-1Towing Yards Barrooms (12-13-12)

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

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**RECOMMENDATIONS AT A GLANCE**

PZO-2013-01 requested by Paul J. Hogan, PE, Councilman, District IV and Carolyn K. Schexnaydre, Councilwoman at Large, Div. B for an ordinance to amend the Code of Ordinances Appendix A, Section VI, D; [I] M-1; 1; c.(5), and Section VI,D; [I] M-1; 1; c, (7) to provide that approval of special use permits for tow yards, barrooms, night clubs, lounges and dancehalls shall require a supporting resolution of the Parish Council.

**Planning Department Recommendation:**

No Recommendation

**Planning Commission Recommendation:**

Denial

Mr. Gibbs: Next item on the agenda is PZO-2013-01 requested by Paul J. Hogan, PE, Councilman, District IV and Carolyn K. Schexnaydre, Councilwoman at Large, Div. B for an ordinance to amend the Code of Ordinances Appendix A, Section VI, D; [I] M-1; 1; c,(5), and Section VI,D; [I] M-1; 1; c, (7) to provide that approval of special use permits for tow yards, barrooms, night clubs, lounges and dancehalls shall require a supporting resolution of the Parish Council. Mr. Hogan.

Mr. Hogan: Thank you Mr. Chairman. This particular proposal and the three that are to follow, this apply to all the other ones. Some of these items, all of these items that they address can have the adverse impact on the adjacent property owners. This here will provide additional public comment for them to state their concerns and this also provide for elected officials to have input on those decisions on these things that can adversely affect adjacent property owners.

Mr. Clulee: Mr. Hogan. Could it be your pleasure if we can do it legally to take all 4 or do we have to do each one.

Mr. Hogan: You have to do each one.

Mr. Clulee: Is it time for us to ask questions?

Mr. Gibbs: Yes I want one question.

Mr. Clulee: Mr. Hogan, my question is right now on the special use permit, it's this Board up here that approves that?

Mr. Hogan: On these particular items yes.

Mr. Clulee: And since 1981 when the Council formatted government came into effect in '81?

Mr. Hogan: Yes.

Mr. Clulee: So and I see you have here supporting resolution of the parish council. Since this is one of the decisions as it's written today since '81, it's one of the things that this Board and the Board's after us have to say yes or no on. You're wanting the Council to have the power, is that what you're saying?

Mr. Hogan: I'm saying you still have the say so, yes or no.

Mr. Clulee: To make a recommendation right.

Mr. Hogan: No to make a decision.

Mr. Clulee: Who has the final say so?

Mr. Hogan: It requires a supporting resolution of the Council.

Mr. Clulee: And yall say no and we say yes to the applicant, then it would be no.

Mr. Hogan: That's correct. That's comparable to 22 exact same type of situations that are in the Code that requires supporting resolutions or ordinances by the Council. All this does is add a few more that's already in the Code which they were also added since the Councilmanic form of government was taken into play. The Council over the years have seen that some of these things need their attention. So this is just a few more that I feel and some of the other Councilman feel the need that elected officials input not just the Planning Commission input.

Mr. Clulee: So you don't trust our judgment. Let me ask Ms. Marousek something. Ms. Marousek, the department, you see the need for this?

Ms. Marousek: Honestly it's not really up to the Department to make that determination because ultimately the Council needs to decide whether these are issues they need to have their own input into independently from this Board.

Mr. Clulee: All these years the Board, not necessarily us, the Board has been doing the special use permits, correct? On these things.

Ms. Marousek: On these issues, yes.

Mr. Clulee: So all my question is do you feel, because you all write up the analysis on these things, correct and you bring it to this Board. So do you feel that this is sufficient for these ladies and gentlemen to make these decisions?

Ms. Marousek: This Board holds the public hearing and you hear the issues of the citizens when they come or whether they submit written comments to you, you have that benefit. That decision that you come to is based on the information that is provided by the staff, the information that is provided by the applicant, whatever else might come out of the public hearing process. The addition of going to the Council with the resolution doesn't necessarily provide another public hearing, what it provides is a review of the Council to evaluate the decision that you made and determine whether or not they agree or disagree.

Mr. Booth: When they go to the Council, do the people have the ability to come up and speak to the Council on these issues.

Ms. Marousek: The Council has the ability to open a public hearing for a resolution, but it's not like an ordinance where a public hearing is required. And frequently they do.

Mr. Hogan: Correct, if there is a crowd that comes out and we know that they are there for that issue, we'll open it up for public hearing.

Mr. Booth: Well there's no need for us to be involved in this, the Council can just take it over.

Mr. Gibbs: Rendered ineffective, that's correct.

Mr. Hogan: I'll just read some of the other things that are already in the Codes. You all can't make decisions on green markets, private commercial roads, multi family dwellings including duplexes, apartments, apartment houses, townhouses, condominiums, boarding and lodging houses, bingo halls, bingo hall parlors, off track betting, office buildings for gambling operations that include gaming activities, tow truck terminals, automotive racing tracks and strips, truck terminals, psychiatric facilities, prisons, jails, reformations, penitentiary and penal institutions and sanctuaries. So there is a multitude of things that you all do not have the ability to make decisions on which was added by the Council over the years because they felt that they needed some input on that as elected officials. All this does is add a few more of those items to those that are already on the list and all we're here for tonight is to get a recommendation. You make the recommendation that the Council should have input.

Mr. Clulee: Mr. Hogan I'm like Mr. Booth. It's just a recommendation or whatever, you want to take it away so to speak, why don't you just change the charter and do away with the whole Board.

Mr. Hogan: The Board provides a vital service to the Council and the citizens. We're talking about a barroom, should the decision to put a barroom next to where people live be made by an unelected office where the people have no recourse? People have recourse when election time comes. This Board is an appointed position so in cases like that the elected official should be held accountable for ultimately something like that, that can have an impact on adjacent properties. All we're here for tonight is a recommendation. Recommend yes or no, either way you vote, I'm going home.

Mr. Clulee: Didn't you appoint Mr. Foster? I was appointed and the so was the rest of us, we have responsibility too. Why mess with the little power if it's working.

Mr. Booth: We should go ahead and vote, we're just a recommendation.

Mr. Perry: Even if we voted negatively for this proposal the Council still has the last say

Mr. Hogan: Correct.

Mr. Foster: Paul what prompted this? Was there something that passed that prompted this change?

Mr. Hogan: There are several issues that occurred over the last several years that residents have expressed concerns that things were allowed next to their home and I as an elected official nor the Council didn't have any input on. It had a detrimental affect to their home.

Mr. Clulee: They didn't scream to the Council?

Mr. Hogan: They screamed to me but the Council had no say so. This is just on these important, highly intensive uses that you generally don't want next to certain establishments like homes.

Mr. Clulee: I like the way you said up or down. So whether it goes up or down tonight it happens to go to the Council and that person takes that extra step and try and go get the votes on the Council to do what they want to do correct?

Mr. Hogan: What person?

Mr. Clulee: Whoever's applying for the special use permit.

Mr. Booth: We understand that this puts the Council in there so that we make a person unhappy and they go to the Council.

Mr. Clulee: A way to get involved in the system.

Ms. Marousek: I just wanted to make one point of clarification, with these ordinances, the way they're written, the one on cemeteries I think we might need to amend a little bit, but a denial by this Board would stop that application from moving forward regardless, so it doesn't fully take your responsibility away in that regard because you can still deny an application and it won't move forward, it requires review and approval by the Planning Commission and then the supporting resolution.

Mr. Clulee: But it makes the applicant go one step forward.

Ms. Marousek: Yes

Mr. Clulee: I would like to entertain from you guys that we table these and we study it some more and work with Mr. Hogan and see if we can help the people, the applicants, and see if we can come to some type of understanding with the Department and us. Would you have a problem with us tabling this tonight and working with you on this?

Mr. Hogan: Yes, I'd just rather see you make a recommendation yes or no. There's no way that this can be modified other than taken away. There are no other provisions that can be put in there to change it in any way that I see, so I rather just a recommendation of yes or no and it would go to the Council and the Council would make that call. If any of you have any concerns, call your Councilman, express your concerns as to why you think this shouldn't be approved.

Mr. Clulee: I know that I hadn't had an opportunity to talk with some of the Councilmen about this.

Mr. Gibbs: Mr. Hogan, one question for you. The list of ordinances you have in your hand, are any of those or do you even know if any of those were taken out of our hands and put into the Council's hands in the last 6 years?



Mr. Hogan: Yes.

Mr. Clulee: Which one?

Mr. Hogan: I'm pretty sure automotive racing tracks and strips, I think, don't hold me to that.

Ms. Marousek: That was a newly adopted ordinance, that wasn't one that was adopted and then amended, that was adopted in that fashion.

Mr. Clulee: So it wasn't.

Mr. Hogan: Right.

Mr. Clulee: We understand, it wasn't something that had been there and amended. So you heard what Ms. Marousek said, so you have any others?

Mr. Hogan: No I don't have that information that was checked to see when these were adopted.

Mr. Clulee: Thank you.

Mr. Gibbs: I can't qualify an answer to that, but I can almost guarantee you, this did not come before us in the last 6 years. We did not give up any.

Mr. Clulee: I agree with that Mr. Gibbs.

Mr. Gibbs: So if we have any more discussion?

Mr. Hogan: You still have to open it up for public hearing.

Mr. Foster: Kim, you said that if this came in front of us, we can deny it and it stops at that point?

Ms. Marousek: The ordinance you have before you regarding the towing yards and the night clubs, the way those are both written, it requires review and approval by the Planning Commission and supporting resolution, so that it requires approval by the Planning Commission, if you were to deny the application, it would stop at this point and would not move forward.

Mr. Gibbs: This is a public hearing for PZO-2013-01, is there anyone in the audience that would care to speak in favor or against? Seeing none, Commission members cast your votes please.

Mr. Perry: Point of clarification, we're voting on these one at a time?

Ms. Marousek: You're voting on PZO-2013-01.

YEAS: Foster, Perry

NAYS: Booth, Gibbs, Galliano, Clulee

ABSENT: Pierre

Mr. Gibbs: That fails with Mr. Foster and Mr. Perry for, Mr. Clulee, Gibbs, Booth, and Galliano against and Ms. Pierre absent.

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2013-0006

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV  
CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION B  
ORDINANCE NO. \_\_\_\_\_

An ordinance to amend the Code of Ordinances  
Appendix A, Section VI, B, [IV.] R-1M, 2, a, to  
provide that RV Parks shall require a supporting  
resolution of the Parish Council.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Appendix A, Section VI, B, [IV.]  
R-1M, 2. Special permit uses, a, is hereby amended to read as follows:

- a. Include RV parks of one-half acre provided 1) the Special Provisions for RV  
Parks [subsection 4 below], other than the minimum site requirement, are  
met, and 2) the request receives review and approval by the Planning  
Commission and a supporting resolution of the Parish Council.

The foregoing ordinance having been submitted to a vote, the vote thereon was  
as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013,  
to become effective five (5) days after publication in the Official Journal.

2013-0006 Amend Code - Appendix A R-1M RV Parks (12-13-12)

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_



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**RECOMMENDATIONS AT A GLANCE**

PZO-2013-04 requested by Paul J. Hogan, PE, Councilman, District IV and Carolyn K. Schexnaydre, Councilwoman at Large, Div. B for an ordinance to amend the Code of Ordinances Appendix A, Section VI, B, [IV.] R-1M, 2, a, to provide that RV Parks shall require a supporting resolution of the Parish Council.

**Planning Department Recommendation:**

No Recommendation

**Planning Commission Recommendation:**

Denial

Mr. Gibbs: PZO-2013-04 requested by Paul J. Hogan, PE, Councilman, District IV and Carolyn K. Schexnaydre, Councilwoman at Large, Div. B for an ordinance to amend the Code of Ordinances Appendix A, Section VI, B, [IV.] R-1M, 2, a, to provide that RV Parks shall require a supporting resolution of the Parish Council. Mr. Hogan.

Mr. Hogan: Same applies for here, it's to address RV Parks being put next to residential homes.

Mr. Gibbs: Thank you Mr. Hogan. This is a public hearing for PZO-2013-04, anyone in the audience to speak for or against? Seeing none, cast your vote please.

YEAS: Foster, Perry  
NAYS: Booth, Gibbs, Galliano, Clulee  
ABSENT: Pierre

Mr. Gibbs: That fails with Mr. Foster and Mr. Perry for, Mr. Clulee, Gibbs, Booth, and Galliano against and Ms. Pierre absent.

Mr. Hogan: Thank you Commissioners.

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2013-0007

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PLANNING AND ZONING)  
CLAYTON FAUCHEUX, COUNCILMAN AT LARGE, DIV. B  
TERRELL WILSON, COUNCILMAN, DISTRICT I

ORDINANCE NO. \_\_\_\_\_

An ordinance to approve and authorize the execution of an Agreement between Burk-Kleinpeter, Inc. (BKI) and St. Charles Parish to prepare a Corridor Revitalization Plan for Paul Maillard Road, LA 52.

- WHEREAS,** The Parish adopted a Comprehensive Land Use Plan that includes a number of policies implementation actions (Ord. No. 11-6-11); and,
- WHEREAS,** Land Use Policy 1.1 created a Mixed Use Corridor along Paul Maillard Road; and,
- WHEREAS,** Community Character Policy 2.3 recommended applying for a HUD Community Challenge Planning Grant to fund a detailed plan to revitalize the Paul Maillard Road corridor; and,
- WHEREAS,** St. Charles Parish was awarded a HUD Community Challenge Planning grant for a Corridor Revitalization Plan for Paul Maillard Road in November 2011; and,
- WHEREAS,** St. Charles Parish wishes to enter into a professional services agreement with planning, engineering and economic development professionals for the development of said plan; and,
- WHEREAS,** A citizen based Selection Committee scored the 15 proposals submitted in response to the Parish's RFP for this project; and,
- WHEREAS,** On September 27, 2012 the Selection Committee interviewed and ranked the three shortlisted firms; and,
- WHEREAS,** The Selection Committee chose BKI, as the preferred consultant team; and,
- WHEREAS,** St. Charles Parish agrees to contract with BKI to develop a Corridor Revitalization Plan for Paul Maillard Road, LA 52, for the Parish as defined by the Agreement and Attachment A, Scope of Work with Budget, Attachment B, Personnel, Attachment C, HUD Cooperative Agreement Provisions, and Attachment D, Compliance Provisions for Federally Assisted Contracts and Subcontracts.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Agreement between Burk-Kleinpeter, Inc. (BKI) and St. Charles Parish to prepare a Corridor Revitalization Plan for Paul Maillard Road, LA 52, in the amount of \$416,022.00 is hereby approved.

**SECTION II.** That the Parish President is hereby authorized to execute said Agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**Paul Maillard Rd, LA 52 Corridor Revitalization Plan**

This agreement is made effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between St. Charles Parish, 15045 River Road, Hahnville, LA 70057, and Burk – Kleinpeter, Inc., 4176 Canal St., New Orleans, LA 70119 (BKI).

In this Agreement, the party who is contracting to receive services shall be referred to as "St. Charles Parish", and BKI, the party who will be providing services, shall be referred to as "CONTRACTOR".

CONTRACTOR has extensive experience concerning the *Paul Maillard Road Corridor Revitalization Plan* (PROJECT) and is willing to provide services to St. Charles Parish based on this experience.

St. Charles Parish desires to utilize the knowledge and experience provided by the CONTRACTOR, through specified personnel. (See ATTACHMENT B.)

St. Charles Parish has obtained a grant from the US Department of Housing and Urban Development (HUD) Office of Housing and Sustainable Communities (OHSC) for said project. Grant funds will be used to pay these Professional Services. As required, the HUD OSHC Terms and Conditions for FY 2011 NOFA are attached and incorporated, herein (ATTACHMENT C).

Compliance Provisions for Federally Assisted Contracts and Subcontracts, including those required by HUD 24 CFR 85.36 (i), are attached and incorporated herein (ATTACHMENT D).

Therefore, the parties agree as follows:

1. AGREEMENT PERIOD. Subject to its other provisions the term of this Agreement shall commence on the above written effective date and terminate on December 31, 2014.
2. DESCRIPTION OF SERVICES. The CONTRACTOR will complete the scope of work described in the attached Scope of Services. (ATTACHMENT A.)
3. PERFORMANCE OF SERVICES. CONTRACTOR shall provide services only with the prior approval of St. Charles Parish. All services provided by CONTRACTOR shall meet the standards of care, as defined as the care and skill ordinarily used by professionals practicing under similar circumstances at the same time and in the same locality. All services provided by CONTRACTOR are subject to acceptance by St. Charles Parish prior to compensation for services.

4. **COMPENSATION AND PAYMENT PROCEDURE.** CONTRACTOR'S compensation, inclusive of cost reimbursements, shall be a lump sum of \$416,022. CONTRACTOR shall submit monthly invoices during the contract period for services rendered on a percent complete basis. Invoices must be received by St. Charles Parish by the 15<sup>th</sup> day of each month for payments to be made to CONTRACTOR for work completed in the preceding month.
5. **SUPPORT SERVICES.** CONTRACTOR shall provide offices, computers, telephones, vehicles and other such necessary equipment, supplies and personnel to accomplish the successful completion of deliverables.
6. **INDEMNIFICATION.** CONTRACTOR agrees to indemnify and hold St. Charles Parish harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against St. Charles Parish that result from the negligent acts or omissions of CONTRACTOR while engaged upon or in connection with the services required or performed under this agreement.
7. **ASSIGNMENT.** CONTRACTOR'S obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of St. Charles Parish. See ATTACHMENT B for acceptable CONTRACTOR personnel.
8. **FLOW DOWN PROVISIONS.** The Cooperative Agreement Provisions as defined above are incorporated as ATTACHMENT C to this Agreement, which includes the "Flow Down Provisions" (p. 18, Program Requirement 23). The CONTRACTOR shall comply with the applicable provisions as set forth in said Terms and Conditions or as established by the U.S. Housing and Urban Development (HUD) and the Office of Management and Budget (OMB).
9. **RELATIONSHIP OF PARTIES.** The parties understand that CONTRACTOR is an independent contractor with respect to St. Charles Parish, and not an employee of St. Charles Parish. St. Charles Parish will not provide benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of CONTRACTOR. It is specifically agreed and understood by the parties hereto that St. Charles Parish will not withhold from CONTRACTOR'S monthly compensation any amounts normally withheld for FICA, federal, and state income taxes, retirement, or health benefits. CONTRACTOR will be solely and exclusively responsible for and liable for reporting such compensation to appropriate state and federal taxing agencies.
10. **INJURIES.** CONTRACTOR acknowledges CONTRACTOR'S obligation to obtain appropriate insurance coverage for the benefit of CONTRACTOR. CONTRACTOR waives any rights to recovery from St. Charles Parish for any injuries that CONTRACTOR may sustain while performing services under this Agreement and that are a result of the negligence of CONTRACTOR.

11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid or email, addressed as follows:

If to St. Charles Parish: V. J. St. Pierre, Jr., President  
St. Charles Parish  
Parish Courthouse  
15045 River Road  
Hahnville, LA 70057  
[vj@stcharlesgov.net](mailto:vj@stcharlesgov.net)

If to the Contractor: Michael Chopin, Executive Vice President  
Burk – Kleinpeter, Inc.  
4176 Canal St.  
New Orleans, LA 70119  
[mchopin@bkusa.com](mailto:mchopin@bkusa.com)

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties.
13. AMENDMENT. The Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
16. CONFIDENTIALITY. The Contractor will maintain no information about any individual client in a manner that would violate the provision of the Privacy Act of 1974, PL 93-579

as amended. CONTRACTOR agrees that CONTRACTOR will not at any time or in any manner, either directly or indirectly, use any information for CONTRACTOR'S own benefit, or divulge, disclose, or communicate in any manner any information about the PROJECT to any third party without the prior written consent of St. Charles Parish. CONTRACTOR will protect the information and treat it as strictly confidential. The only exceptions to this provision are the normal data acquisition and general communication by the CONTRACTOR during the course of the Project that requires interaction with and communication with individuals, firms or agencies, and with individuals, firms, or agencies that are the sources of information/data/input required for and utilized for the Project. A violation of this paragraph shall be a material violation of this Agreement.

17. RETURN OF RECORDS. Upon termination of this Agreement, CONTRACTOR shall deliver all records, notes, data, memoranda, models, and equipment of any nature prepared or obtained under the terms of this agreement that are in CONTRACTOR'S possession or under CONTRACTOR'S control and that are St. Charles Parish's property or relate to St. Charles Parish's business.
18. The Contractor shall not:
  - A. Knowingly employ or contract with an illegal alien to perform work on the PROJECT; or
  - B. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work on the PROJECT.
19. APPLICABLE LAW. This agreement shall be governed by the laws of the State of Louisiana.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first written above.

\_\_\_\_\_  
V. J. St. Pierre, Jr., President  
St. Charles Parish

\_\_\_\_\_  
Michael D. Chopin, Regional Vice President  
Burk – Kleinpeter, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## ATTACHMENT A SCOPE OF SERVICES

The following abbreviations are used to indicate the responsible entity in the Work Plan:

Planning Staff <b>PS</b>	Economic Development <b>ED</b>	Parish Grant Specialist <b>PGS</b>
Public Information <b>PI</b>	Center for Planning Excellence <b>CPx</b>	Parish Council <b>PC</b>
Steering Committee <b>SC</b>	Community Outreach Specialist <b>COS</b>	Consultant <b>Con</b>

### Project Phase I: Baseline conditions (Jan - May 2013)

#### Major Tasks:

1. Engage stakeholders (PS, CON) PS will meet with partners along the LA 52 corridor to collect business plans of commercial and institutional stakeholders. This will be an opportunity to provide an initial project introduction and education. PS will provide copies of collected plans to the project team. CON and PS will develop a stakeholder interview questionnaire for use in helping to confirm gaps and opportunities in identified business plans. Where necessary, CON and CPx will supplement the PS efforts with focused interviews (by phone or in-person) with key stakeholders.
2. Meet with LA DOTD and RPC (CON, PS) Discussion of the Stage 0 Alternatives and proposed Stage 1 Project Timeline. Meetings with LA DOTD and RPC will occur at key points in development of the Paul Maillard Road (LA52) Revitalization Plan to address coordination between the two projects during the initial phases of each project.
3. Update/Develop Sustainable Development Discussion Components (CON) Information developed by others will be supplemented by information pages on engineering design best practices, including Complete Streets, and the current DOTD project development process.
4. Establish Executive and Advisory Committees (PS) Building on documented partnerships used to guide the planning process, a committee of key partner agencies and groups will be formed. Members (and alternates) for this committee will be identified by the Parish.
5. Review and enhance Public Participation Program (PS, CPx, CON) Review public participation evaluation indicators, public participation program, and opportunities to integrate project into curriculums at Luling Elementary with consultant team. Revise as necessary to ensure input from underserved populations.
6. Hire and train Community Outreach Specialists (PS with CPx) Two people will be hired to work in the study area collecting data, and informing citizens of the project's status both in neighborhoods and also at office locations.
7. Project Style Guide Printed materials (maps, agendas, handouts, presentations, etc) web-based information distributed by the Parish, will use fonts and layouts approved by the St. Charles Parish Public Information Office and GIS Department where feasible and practicable.



8. Community Information Booklet (Existing Conditions) (PS, CON) A community information booklet will be developed to contain information on conditions including, but not limited to the following: general demographic profile (baseline data analysis of key indicators for the corridor, parish and region, including race, age, household size, income, education, family types, disability, poverty and growth projections), drainage and infrastructure; zoning district boundaries, permitted uses and development regulations; parcel configuration; survey and boundary issues; existing land use; future land use; visual conditions; permit data; code enforcement data; initial market review data and demand from regional indicators, socioeconomic data; area business plans; number and type of job per land use; property tax assessment data including ownership; as well as recommendations from the existing Paul Maillard Road Stage 0 Report.

PS will deliver existing data sets in GIS, digital, and paper files which support development of a full understanding of existing conditions within the project area. CON will review data. If additional data is required to complete a meaningful community information booklet, consultant designed, PS administered data collection tasks may be required. Said tasks will only occur following approval of the PS based upon a review of the need and relevance of said activities with the CON.

This information must be completed and provided to the PS in draft form prior to the Executive Committee Meeting #1 and be in final form prior to the Community Workshop #1.

9. Collect household transportation and housing survey (PS, CON) The consultant, with input from the Parish, will develop a household survey form to collect information regarding transportation and housing options, constraints, and costs including travel habits of Study Area residents. This survey will be reviewed by the Executive Committee and administered by the Community Outreach Specialists at the direction of PS. Questions on the survey will drill down to two specific issues: housing availability/affordability and transportation needs for pedestrian and bicycle connectivity within the greater project area.

Questions will include limited demographic variables (as approved by the Parish) and opinions regarding transportation and housing options, constraints, and costs to area residents. A statement outlining survey administration methods and assignments based upon project area division will be prepared by the CON and reviewed with PS. Survey assignments will be through random assignment developed using GIS point and parcel data delivered to CON by PS.

Consultant will be responsible for tabulating results of the completed surveys received from the COS and providing a summary of results.

10. Prepare base maps (CON) Base maps displaying data on existing conditions in ways that will be meaningful to the stakeholders and the study area residents will be printed for use throughout the planning process. The list of potential maps builds upon the list of data from within the Community Information Booklet, and will generally include: Land Use, Zoning, Transportation Network, Parks and Recreation Facilities, Major Employers, Lots and Property Configuration, Major Utilities (pipelines, overhead transmission lines), Population Demographic Distribution/Census Summary, Housing Distribution and Condition (as available). Other maps may be added at the discretion of the CON for

additional data elements in the Community Information Booklet which translate well into map presentation.

11. Executive Committee Workshop<sup>1</sup> Series (#1, #2) – Orientation (PS, CON) The initial Executive Committee Workshop series will consist of up to three workshops, each building upon the other, to help develop materials and information to be presented at the initial public outreach event.

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primary facilitator for the workshop meetings.

- a. Workshop #1/#2– Orientation: This initial workshop will provide a general orientation to the project. This will include a review of project schedule, scope and deliverables, including the role of the Committee in providing review and input. This will be accompanied by a general introduction to the project area and principles of Smart Growth and Sustainability. To support this, CPx will present on two Livability Principles, Smart Growth, or Sustainable Development topics; provide an information page on two Livability Principle, Smart Growth, or Sustainable Development topic.
12. Advisory Committee Workshop #1 (PS, CON) The initial Advisory Committee Workshop will consist of a review of project purpose and schedule. The focus of this meeting will be to conduct initial SWOT analysis possibly in conjunction with the Executive Committee's review of initial results and project area walkability audit (conducted by PS with guidance from CON).

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primary facilitator for the workshop meetings.

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<sup>1</sup>Two meetings have been scheduled initially as part of this work scope. Up to one additional meeting may be required with the Executive Committee based upon outstanding questions regarding work products, project meetings, community workshops, need for additional data and the like. The agreement to have such additional meetings will require the concurrence of the Consultant and Parish.

13. Community Outreach Workshop #1 (PS, CON) CON and CPx will work with PS to outline workshop goals and activities. The focus of this workshop will be review of a SWOT analysis of the area.

The workshop will include a presentation of baseline data by the consultant. After the presentation, the project team (CPx and CON) will lead the community through an onsite interactive visioning and SWOT exercise and community review in 3 different sections of the project area. This may include an "I wish this was" or "I wish I had \_\_\_\_\_ in my neighborhood" activity, organized by CPx, based upon the initial outcome of the market study and housing and transportation survey.

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primary facilitator for the workshop meetings.

14. Review Workshop Outcome (PS, CON) Look at public participation, look at input received and how to use other methods to gain additional input determine if consistent with PA demographics, use COS to collect more input directly.

CON will map information collected from meeting attendees to determine their geographic distribution by identified focus area. This will be reviewed with PS, along with summary of comments and information collected, to determine if the outcome follows the general project area demography.

- a. SWOT Outreach (COS) Participation in Community Workshop One will be evaluated against indicators of underserved populations. SWOT workshop will be duplicated in underserved communities until desired participation levels are achieved.

15. Council/Planning Commission Briefing: (CON) Update elected and appointed officials on final plan following public input, including consensus reached through the community workshops. This will entail two separate meetings.

#### **Products and Outcomes:**

Phase I will generate several products which will serve as evidence of the completion of the planning process including:

1. Regular meetings with Executive/Advisory Committee, stakeholders, RPC, and LA DOTD.
2. Materials to be used during the enhanced public participation process:
  - a. Meeting information packets (Agenda, Handout, Summary, Presentation) for Executive Committee and Advisory Committee by meeting date/topic area;
  - b. Meeting information packets (Agenda, Handout, Summary, Presentation) for Community Outreach Workshop #1;
  - c. Information pages on specific topic areas as assigned;

3. Community Information Booklet (existing conditions and market conditions);
4. Household Transportation and Housing Survey form and tabulation spreadsheets;
5. Base Maps which help to define existing conditions in Project Area
6. Summary/Results of household transportation and housing survey;
7. Notes from all SWOT Workshops (all identified Executive Committee, Advisory Committee and Community Workshops) to document attendance, major points of input and consensus;
8. Report to Parish Planning Commission and Parish Council.

**Project Phase II:**

**Analysis of Existing Conditions and Trends (April/May -October 2013)**

**Major tasks:**

1. Physical Conditions and Trends (CON) The consultant will analyze the data shown and collected during Phase I, Task 7 on Existing Conditions and submit an initial report on missing or under-reported data for the PS to use in directing project specific data collection tasks. All final conditions and trends findings should be compiled in a report which combines GIS, .doc, and .xls formats. Said report includes, but is not limited to, the following elements:
  - a. *Land Use:* identification of present patterns of use, occupancy, and areas of obsolescence and property underutilization, including the potential for land assemblages.
  - b. *Design Characteristic/Design Survey:* identification of gateways, scale characteristics, landmarks, architectural character, sub-districts or subareas, and edge conditions.
  - c. *Property Condition:* inventory and classification of properties or areas where structures are sound versus those showing evidence of deterioration or abandonment, using a combination of existing PS collected photography, combined with CON directed data collection by PS staff in targeted sections of the project area.
  - d. *Housing and Neighborhoods:* identification of neighborhoods and neighborhood structure, inventory of housing stock (using existing PS data, along with updates obtained as a result of Task c), condition, cost and diversity, and redevelopment opportunities. Additionally identify housing needs of low and moderate income households with the community.
  - e. *Zoning/Development Regulations:* an assessment of present zoning code provisions and their influence on urban form, patterns of activity, and character of development.
  - f. *General Permit and Code Information (as supplied by the Parish):* which would generally include information on Code Enforcement Citations, Building Permits, Conditional Uses, Special Use Permits, Occupancy Permits, Home Occupations; Variances and others as deemed critical by the Parish (with special attention paid to providing information on rates in project area and corridor as compared to the rest of the Parish).
  - g. *Transportation:* complete mobility study working with Parish, LDOTD and RPC, review River Parish Transit Authority ridership/destination points for study area. Evaluate potential ridership projections and potential for fixed route or bus stops along corridor parking conditions, and pedestrian and bicycle circulation patterns and safety challenges to enhance connectivity.
  - h. *Infrastructure:* work with the LADOTD and the Regional Planning Commission (RPC) to assess location, extent, and condition of water, sewer, and storm water drainage systems and utilities, as well as easements (servitudes) and rights of way.



- i. *Community Facilities and Services*: identify locations; summarize missions and assets; list services.
- j. *Open Space/Landscape Character*: location of any parks and recreations areas, assessment of tree canopy, streetscape and landscape treatments, and patterns of drainage.
- k. *Social/Cultural/Historic Resources*: existing potential historic landmarks, structures or districts, arts and cultural activities, community activities, and events and festivals.
- l. *Economic Development Baseline*: an assessment of existing businesses, employment centers, commuter patterns, and labor shed.
- m. *Retail Supply Demand*: an analysis of existing retail supply and demand based on traffic counts and consumer expenditures.
- n. *Opportunity Sites*: an analysis of sites within the study area which could be considered catalytic for future development.

Consultant will work with the PS project style guide to ensure individual elements of the report are introduced to stakeholders in engaging ways: using photographs, aerial photography, charts, and graphs when feasible so they are not overwhelming and so they create meaningful discussion of sustainable development principles and opportunities for implementation.

2. Market Analysis (CON) Assess the market potential for housing and retail, the market dynamics of the corridor relative to the rest of the Parish and surrounding region, and evaluate against comparable communities. Evaluate opportunities for business expansion to capture additional markets and assess new market development based on trends and demographic factors. The study will identify existing regulatory or other structural disincentives to desired forms of development that the Plan should seek to eliminate.

Included in the Market Analysis will be a series of potential development scenarios, identifying potential uses within sites identified as ripe for reinvestment and based on established needs, demographic analysis and feasibility assessments. Potential uses may include, but are not limited to, retail development, mixed use development, office space, civic buildings small business incubators, technical training schools, social service facilities, and religious uses.

3. Executive Committee Workshop<sup>2</sup> Series (#3, #4, #5) – Vision/Community Report Card (PS, CON) The next series of Executive Committee Workshops will consist of up to four workshops, each building upon the other, to help develop materials and information to be presented at the initial public outreach event.

All principles (PS, CPx, CON) will assist in facilitating discussion on specific topics or subject areas, while PS will be responsible to oversight of the meeting agenda and working with the designated chair of the committee to conduct the individual meetings.

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<sup>2</sup>Three meetings have been scheduled initially as part of this work scope. Up to one additional meeting may be required with the Executive Committee based upon outstanding questions regarding work products, project meetings, community workshops, need for additional data and the like. The agreement to have such additional meetings will require the concurrence of the Consultant and Parish.

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primary facilitator for the workshop meetings.

- a. Workshop #3 – Vision/Branding - This third workshop will include a general discussion of the method for branding the project. This method will evolve from a review of potential alternatives such as a targeted contest for youth, workers, residents or others; a general community brainstorming or other mechanism as defined and accepted by the Executive Committee. This meeting will also include a review of the link between the vision and outcome of the Community Workshop Series #1, including a discussion of differences and facilitation of a solution (as necessary).
  - b. Workshop #4 – Matching Vision to Market - This workshop will compare vision and brand to the market analysis and look for opportunities from which to form the initial economic based action plan. This would include, but not be restricted to, identifying opportunity or catalytic sites on corridor or in project area.
  - c. Workshop #5 – Community Report Card – Using the input of the community received through the household survey, as well as HUD's flagship indicators of sustainability, as modified, the report card of general project sustainability will be delivered and explained. CON will work with PS to format the final report card product for presentation to the Executive Committee and public.
4. Advisory Committee Workshop #2 (PS, CON) The second Advisory Committee Workshop will be concurrent with the Executive Committee Meeting #5 and consist of a review of the community report card. The focus of this meeting will be to provide an overview of the upcoming Outreach Workshop Series #2.

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primary facilitator for the workshop meetings.

5. Community Outreach Workshop #2: (PS, CON) The second Community Outreach Workshop will consist of a 2-3 day mini-charrette in each character area. This mini-charrette will be led by the CON with the assistance of the PS and CPx, to present of

area existing conditions, area stakeholder input summaries, and a draft vision statement. Participants will be able to complete such activities as draw on streetscape maps, and complete a general branding activity. The results of all of the mini-charrettes will be presented on the last day in a central location and the project website will be updated with results.

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primary facilitator for the workshop meetings. CON will also supply copies of previously prepared and approved maps for the workshop. In addition, base maps developed by CON will be used to help track data and conversation points.

6. Review Workshop #2 Outcome (PS, CON) A review of public participation response received, examine input to determine if it represents the project area and use COS to collect additional input within the project area through direct contact or other methods.

CON will map information collected from meeting attendees to determine their geographic distribution by identified focus area. This will be reviewed with PS, along with summary of comments and information collected, to determine if the outcome follows the general project area demography.

- a. Vision/Branding (COS) Participation in Community Workshop Two will be evaluated against indicators of underserved populations. Vision/Branding and discussion of community report card, as shown at the workshop will be duplicated in underserved communities until desired participation levels are achieved.
7. Council/Planning Commission Briefing: (CON) Update elected and appointed officials on final plan following public input, including consensus reached through the community workshops. This will entail two separate meetings.

#### **Products and Outcomes:**

1. Regular meetings with Executive/Advisory Committee, stakeholders, RPC, and LA DOTD.
2. Analysis of existing conditions (supporting Task a-n) in .docx, .xlsx, and .pdf formats as well as summarized in GIS (.shp) format according to Parish standards where appropriate
3. Housing Summary and Housing Needs Assessment, identifying existing housing problems and access to decent, safe, sanitary housing.
4. Housing and Retail Market Feasibility Analysis based on current population, traffic patterns and local workforce.
5. An outline for the initial action plan to reflect a revitalization strategy to draw on market strengths, key stakeholder participation, assemblage or cross easement capabilities and recommend economic incentives to induce redevelopment, including identification and



location of potential catalytic redevelopment projects. This element will include a lists (or discussion) of preliminary economic opportunities, and a list (or discussion of) regulatory disincentives including, but not limited to zoning and permitting.

6. Materials to be used during the enhanced public participation process:
  - a. Meeting information packets (Agenda, Handout, Summary, Presentation) for Executive Committee and Advisory Committee by meeting date/topic area;
  - b. Meeting information packets (Agenda, Handout, Summary, Presentation) for Community Outreach Workshop #2;
7. Summary of additional survey activities and follow-up outreach activities completed (at major employers) by Community Outreach Specialists
8. Outline for a potential future Paul Maillard Road Business and/or Property Owners' Association
9. Report to Parish Planning Commission and Parish Council

#### Phase III:

#### Corridor Plan Initial Action Plan and Potential Alternatives (September/October 2013 – January 2014)

##### Major Tasks:

1. Design Scenarios (Initial Concepts) (CON) Identify areas of potential development and draft design scenarios for each site, with focus on urban design elements, HUD sustainability and walkability goals, and varying scales that would be appropriate for the site including renderings, map with basic concepts/precepts at a level appropriate for facilitating discussion.
2. Executive Committee Meeting Series (#6) and Advisory Committee Workshop #3– Concept and Scenario Presentation (PS, CON) Opportunities for land use and zoning updates, along with market/economic development will be reviewed along with options for infrastructure redevelopment. These opportunities, as detailed in the design scenarios, will be presented as alternative approaches for the purpose of identifying consensus on a locally preferred alternative.

All design scenario alternatives will be enhanced through a combination of conceptual diagrams and site specific renderings illustrating a potential outcome. Items will be presented in order to facilitate discussion and input, not just be restricted to talking points or abstract ideas.

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primary facilitator for the workshop meetings. CON will also supply copies of previously prepared and approved maps for the workshop. In addition, base maps developed by CON will be used to help track data and conversation points.

3. Refine/Finalize Design Alternatives (CON) Design alternatives (Renderings, Charts, Working Maps) that can achieve the outcomes expressed in the vision will be refined based upon the Executive and Advisory Committee input. Plan alternatives will be evaluated in terms of clear expression of the vision and against existing conditions constraints identified in Phase I/II.
  - a. *Circulation Plan* - Concepts for access management, traffic circulation efficiency, and safety through improved traffic management, shared parking, and improved intersection geometrics. Working with the LADOTD and the RPC, plan pedestrian and bicycle improvements with circulation mapped through the neighborhoods connecting them to the corridor. Preliminary engineering design alternatives for roadway improvements.
  - b. *Land use* -Identify redevelopment and infill opportunities; strengthen neighborhoods; promote development, redevelopment, or adaptive re-use of properties; promote pedestrian and bicycle-oriented development; and diversify housing stock.
  - c. *Streetscape* - Diagrams depicting enhancements to redevelop the corridor as a Complete Street with recommended siting for utilities, drainage, sidewalks, bicycle lanes, with or without thematic elements that advertise the corridor "brand," including directional signage, lighting with and without banners, and street furniture and landscaping.
  - d. *Neighborhood design* -Develop Concepts for the creation of an integrated network of public spaces, including access points, new civic landmarks, and gateways including recommended siting for sidewalks, utilities, buildings, signage, parking, and landscape features, as well as building-to-street relationships.
4. Community Workshop #3 – Concept Selection and Streetscape Demonstration (PS, CON) An alternative approach for community development (Land Use and Economic Development) and general transportation improvements will be presented using a combination of the previously described design scenarios and live demonstration (to be determined) which incorporates the principles established through the community vision, brand concepts, market report, for the purpose of facilitating consensus for future action on a preferred concept. Alternatives will be evaluated or selected with current technologies (live voting rather than dots on boards).

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primary facilitator for the workshop meetings. CON will also supply copies of previously prepared and approved maps for the workshop. In addition, base maps developed by CON will be used to help track data and conversation points.
5. Review Workshop Outcome (PS, CON) A review of public participation response received, examine input to determine if it represents the project area and use COS to collect additional input within the project area through direct contact or other methods.

CON will map information collected from meeting attendees to determine their geographic distribution by identified focus area. This will be reviewed with PS, along with summary of comments and information collected, to determine if the outcome follows the general project area demography.

6. Deliver Draft Policies/Action Plan Outline (CON) Using design concepts and feedback from Community Workshop #3, a draft of policy outline will be delivered for staff review and input prior to forwarding to the Executive Committee.

Outline will include, but not be limited to, the subject areas covered within the primary tasks shown for delivery following completion of Phase IV, Task 1: Land Use, Transportation, Housing, Economic Development, Commercial/Retail/Institutional Development; Infrastructure; Public Space; Public Participation and Organization. Focus will be on those elements which direct a combination of available and intended resources which will be grouped through a facilitated workshop with PS into the following main categories, generally defined at this point (with amendments possible based upon the total input obtained to that point and direction provided through the Executive Committee) as follows:

- Mobilization of Existing Resources (staff, capital, actions/activities);
- Development of New Resources (capital and programmatic funding, capital improvements);
- Opportunities for Partnerships and Leveraging of Combined Assets (staff, capital, etc.) as identified through the Executive Committee and other interested community stakeholders and partners;
- Other (as defined by CON or PS based upon available resources and action items identified as a result of review of all other elements)

General inputs to this task will include the individual Design Concepts and feedback from Community Workshop Three as well as those elements identified as priorities in combination with the Workshop and Review of Workshop Outcome. Actions would be identified in statement form by the CON and then placed into the Action Plan draft initially with the input of the PS to help populate a similar exercise which would be completed with the Executive Committee. The Action Plan would be organized to include an outline of potential recommendations within the broad areas of land use, transportation/circulation, market feasibility, zoning, economic development, housing plan, community organization, public infrastructure and neighborhood design.

Draft Action Plan would be finalized for review by the PS prior to forwarding to the Executive Committee (and eventually the Advisory Committee) for input and discussion. This discussion would continue to tie down specific plan actions to the main elements defined initially as: economic opportunity, transportation connectivity, land use resources, community cohesion, with this list expanded as necessary to address community input.

7. Executive Committee Workshop Series (#7)/Advisory Committee (#4) (PS, CON) Action Plan Framework – Using direction provided through the committee and community input received to date, survey, report card and review of existing conditions and market will be used to begin defining the action plan for corridor revitalization. This action plan will be

broken into the following primary elements (expanded as necessary to address community input): economic opportunity, transportation connectivity, land use resources, community cohesion. This discussion will also include a review of the potential format/outline for a community based improvement association or business group to aid in the implementation of the action plan.

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primary facilitator for the workshop meetings. CON will also supply copies of previously prepared and approved maps for the workshop. In addition, base maps developed by CON will be used to help track data and conversation points.

8. Council/Planning Commission Briefing: (CON) Update elected and appointed officials on final plan following public input, including Consensus reached through the community workshops. This will entail two separate meetings.

#### **Products and Outcomes:**

The resulting alternatives will be focused on placemaking. Specific products include:

1. Regular meetings with the Executive/Advisory Committee, stakeholders, RPC, and LA DOTD.
2. Initial LA 52 Revitalization Plan recommendations including components covering circulation, generalized land use plan; final market recommendations, zoning, economic development and neighborhood design.
3. Neighborhood Design Plan
4. Updates to the Market analysis
5. Redevelopment scenarios including renderings (initial and final)
6. Initial Draft Policies and Action Plan
7. Materials to be used during the enhanced public participation process:
  - Meeting information packets (Agenda, Handout, Summary, Presentation) for Executive Committee and Advisory Committee by meeting date/topic area;
  - Meeting information packets (Agenda, Handout, Summary, Presentation) for Community Outreach Workshop #3;
8. Report to Parish Planning Commission and Parish Council

#### **Phase IV:**

##### **Draft Corridor Revitalization Plan (January – May 2014)**

#### **Major Tasks:**

1. Deliver Draft Plan Elements (CON) Plan elements should include the following, with each prefaced with a summary of key issues, findings and opportunities:
  - a. Transportation Element
    - Mobility plan (bike/pedestrian circulation)
    - Connectivity plan



- Public Transit
  - Roadway design
  - b. Land Use Element
    - Zoning and Subdivision Ordinance amendments
    - Architectural / design review guidelines
    - Blight/code enforcement eradication
  - c. Housing Plan
    - Existing Conditions
    - Housing Needs
    - Feasible Development Scenarios
    - Potential Partnerships
    - Financing Mechanisms
  - d. Economic Development Element
    - Existing Conditions
    - Areas of Opportunity
    - Potential Partnerships
    - Best Practices, including
      - ACRE Attraction, Creation, Retention, Expansion
      - Economic Gardening
      - Creating Community Wealth
    - Economic Development Strategy
  - e. Commercial/Retail/Industrial/Institutional Development
    - Market Feasibility
    - Identified Sites and Design Scenarios
    - Phasing Plan
    - Funding Mechanisms
  - f. Infrastructure Element
    - Roadway
    - Pedestrian/Streetscape Elements
    - Utilities
    - Drainage
  - g. Public Space Element
    - Streetscape design
    - Public landscape design
    - Park and recreation needs
  - h. Public Participation Plan and Documentation (CPx)
2. Evaluate Plan Elements (PS, SC) Plan elements will be reviewed by Planning Staff for consistency with Vision, and Brand preferred design concept, and ability to achieve goals. Elements will be forwarded to Steering Committee for discussion.
  3. Deliver Action Implementation Plan Component (CON) Implementation plan will be a phased action plan composed of zoning district and code revisions; identification of potential redevelopment projects; needed infrastructure improvements and financial constraints.

4. Evaluate Implementation Plan Component (PS, SC) The implementation strategy will be reviewed by Parish Staff for consistency with Vision and ability to achieve goals. Elements will be forwarded to Steering Committee for discussion.
5. Executive Committee Workshop Series (#8/#9) and Advisory Committee Meeting #5—Action Plan (PS, CON) The final series of Executive Committee Workshops will consist of a review of the final action plan. The plan will be presented over the course of two meetings, with the purpose of facilitating discussion and input into the items identified.

At the second meeting, held concurrently with the Advisory Committee, both groups will be asked to offer an endorsement of the plan as presented prior to its release to the public for their review and comment.

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primary facilitator for the workshop meetings. CON will also supply copies of previously prepared and approved maps for the workshop. In addition, base maps developed by CON will be used to help track data and conversation points.

6. Community Workshop #4 - Plan Presentation (CON) Draft plan will be presented and public and stakeholder input will be used to guide plan refinements.

PS will be in charge of all notifications (emails/notices/ make phone calls) required to get Executive Committee members to meetings. In addition, PS will fill the gap between meetings answering questions, keeping committee members up to date on the project status and changes/updates in schedule. PS will coordinate with CPx to provide technical resources on sustainable development discussion topics and meeting minutes and summaries.

CON will organize agendas and meeting materials for review with the PS at least 7-10 days prior to the scheduled date of the meeting, as well as act as the primary facilitator for the workshop meetings. CON will also supply copies of previously prepared and approved maps for the workshop. In addition, base maps developed by CON will be used to help track data and conversation points.

7. Review Workshop Outcome (PS, CON) A review of public participation response received, examine input to determine if it represents the project area and use COS to collect additional input within the project area through direct contact or other methods.

CON will map information collected from meeting attendees to determine their geographic distribution by identified focus area. This will be reviewed with PS, along with summary of comments and information collected, to determine if the outcome follows the general project area demography.

8. Conceptual Roadway Engineering Plan (CON) Conceptual engineering plans for the recommended streetscape improvements will be developed as a result of alternatives identified through the combined Committee and Public Outreach process. This plan will include a series of typical sections and plan views to reflect recommended corridor improvement options on LA 52, as well as onto the main approaches/cross streets for a distance of up to 300 feet in each direction, within the distinct corridor segments, generally defined as:

- Segment #1: River Road to 3<sup>rd</sup> Street;
- Segment #2: 3<sup>rd</sup> Street to Angus Drive;
- Segment #3: Angus Drive to Blueberry Hill Street;
- Segment #4: Blueberry Hill Street to US 90.

Initial input to these plans will come from the Stage 0 Feasibility Study, combined with information supplied by the Parish and LDOTD to confirm location and diversity of utilities, right-of-way benchmarks, and drainage features. DOTD roadway design standards will also be applied, with standard used identified as part of the conceptual plan. (*Note, no new survey will be taken as a part of this project*). Conceptual plans will incorporate the LADOTD Adopted Complete Streets Policy, as well as applicable road design standards and policies to address access management, rail crossing safety, driveway development and pedestrian access. Order of magnitude cost estimates for construction, along with suggested development phasing of improvements, for final recommendations, will be incorporated into the Engineering Plan.

Coordination with the RPC sponsored Stage 1 Environmental Study for the Paul Maillard corridor will be required in order to maintain consistency between both projects. Coordination for these projects will occur through the Parish as the primary representative to the RPC.

9. Council/Planning Commission Briefing: (CON) Update elected and appointed officials on final plan following public input, including Consensus reached through the community workshops. This will entail two separate meetings.

#### **Products and Outcomes:**

The most important outcome from Phase IV is a final plan document to present to the Parish Council. Specific products include:

1. Regular meetings with Executive/Advisory Committee, stakeholders, RPC, and LA DOTD.
2. Detailed strategies, graphic illustrations to guide policy development and implementation consistent with the expressed community vision.
3. Conceptual roadway engineering design and report (30% plans)
4. Land use and zoning maps
5. Prioritized redevelopment sites, acquisition strategies for key parcels and parcel assemblages, streetscape design with renderings and tree canopy restoration, prioritization of capital improvements, connectivity mapped with focus given to bicycle and pedestrian modes.
6. Identification of short and long-range action initiatives along with associated costs and potential revenue sources, timeframes, and procedural steps for necessary code amendments.
7. Protocol to secure property control and solicit prospective developers.
8. Documentation of economic and/or fiscal benefits that may be realized through development.



9. Cost-benefit relationships for various options, considering probable levels of public investments needed to achieve longer term vision.
10. Success from previous public outreach will be evaluated and adjusted to provide for maximum public input. (*See Phase 1, Objective 4 Outputs*)
11. Materials to be used during the enhanced public participation process:
  - Meeting information packets (Agenda, Handout, Summary, Presentation) for Executive Committee and Advisory Committee by meeting date/topic area;
  - Meeting information packets (Agenda, Handout, Summary, Presentation) for Community Outreach Workshop #4;
12. Report to Parish Planning Commission and Parish Council.

#### Phase V

#### Final Plan and Adoption (April - Sept 2014)

##### Major tasks:

1. Meetings with administration and elected officials (PS, CON) Planning staff will conduct meetings and briefings with decision-makers to update them on aspects of the final plan.
2. Continued outreach (PS) Planning staff will promote the plan and initiate the implementation strategies.
3. Final reporting/grant closure (PS, PGS) All required program and finance reporting will be completed.

##### Products and Outcomes:

1. Adopted LA 52 Corridor Revitalization Plan
2. Preliminary zoning district and code amendments for plan and development consistency

#### BUDGET BY PHASE

Phase	<u>I-Baseline Conditions</u>	<u>II-Analysis of Exist Cond</u>	<u>III-Action Plan &amp; Alternatives</u>	<u>IV-Draft Plan</u>	<u>V-Final Plan</u>	<u>TOTAL</u>
Est. Labor Cost	\$47,777.60	\$122,465.60	\$105,045.60	\$96,242.40	\$30,990.80	\$402,522.00
<u>Est. Direct Cost</u>	<u>\$2,650.00</u>	<u>\$1,800.00</u>	<u>\$1,650.00</u>	<u>\$2,450.00</u>	<u>\$4,950.00</u>	<u>\$13,500.00</u>
EST. TOTAL COST	\$50,427.60	\$124,265.60	\$106,695.60	\$98,692.40	\$35,940.80	\$416,022.00
Phase % of TOTAL	12%	30%	26%	24%	9%	100%

**ATTACHMENT B:**  
**Acceptable Contractor Personnel**

CONTRACTOR must provide all work on this contract through the following personnel:

**BURK – KLEINPETER, INC.**

Bruce Badon, AICP  
Michael Chopin, PE  
René Chopin, PE  
Ed Elam, AICP  
Kester Hollier, AICP  
José Rodriguez, PE  
Carl Seifert  
Ellen Soll, AICP  
Paul Waidhas, AICP

**GCR & ASSOCIATES, INC.**

Tyler Antrup  
Rosie Lacy  
Lucas Lilly  
Mona Nosari  
Richard Poché, GISP  
Rebecca Rothenberg, AICP

**ALTA PLANNING + DESIGN, INC.**

John Cock  
Jean Crowther  
Nick Faldo  
Jeff Olson

**JEMISON AND PARTNERS, INC.**

Lydia Jemison, AICP

CONTRACTOR shall assign other personnel or sub-contractors to this contract only upon prior approval of St. Charles Parish.

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**A. GENERAL****1. Overview of Award Implementation**

This cooperative agreement/grant (also referred to as *Agreement*) is between the Grantee (*Recipient*) identified in Block 7 of the form HUD-1044, and the U.S. Department of Housing and Urban Development. The award agreement consists of the form HUD-1044, any special conditions, and these Cooperative Agreement Terms and Conditions.

In signing this *Agreement*, the Grantee agrees to comply with all the requirements and conditions contained herein.

The provisions of the Notice of Funding Availability (NOFA) are hereby incorporated into this *Agreement*.

The Grantee's rights under this *Agreement* may not be assigned without the prior written approval of HUD.

The Grantee shall complete and submit a revised management and work plan, deliverables outcomes and budget within 60 calendar days after the effective date of the grant. These revisions shall update the general/basic plan submitted with the proposal and include any changes to the proposed work plan, budget, performance measures and deliverables, negotiated between HUD and the grantee. These revisions should be developed according to the instructions provided by the HUD Government Technical Representative identified on the form HUD-1044. Should you not address these specific issues, your grant may be terminated on the basis of failure to conclude negotiations or to provide HUD with requested information, in accordance with the General Section of the NOFA for which you applied.

**2. Purpose**

The purpose of this *Agreement* is as stated in the "Purpose of the Program" section of the NOFA.

**3. Definitions**

- a. "Cooperative Agreement" means an agreement in which the Federal Government provides funding authorized by public statute where the government plays a substantial role in assisting the funding recipient.
- b. "Equipment" means a tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.
- c. "DUNS" means Dun and Bradstreet Data Universal Numbering System.

- d. "Grant Officer (GO)" means the HUD individual who is responsible for processing and executing grant award, change in key personnel, change of scope, budget transfers, change of period of performance, and other administrative changes that would require a modification to the agreement. This term also refers to designated HUD Officials authorized to execute and/or administer this grant.
- e. "Government Technical Representative (GTR)" means the HUD individual who is responsible for the technical administration of the grant, the evaluation of performance under the grant, the acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the grant.
- f. "Government Technical Monitor (GTM)" means the individual responsible for assisting a Government Technical Representative (GTR) in the latter's performance of his/her duties. The GTM is also the responsible individual that will comply with the Office of Sustainable Housing and Communities devolution of authority under our Continuity of Operations Plan (COOP). Should the National Capital Region become non-operational due to emergency conditions, the approval of vouchers and the authority to pay vouchers will transfer to the GTM until such time as the designation is lifted. The Government Technical Representative (GTR) will continue to be the point of contact for day-to-day management issues and responsibilities described above. In a state of emergency, HUD reserves the right to designate a GTR for COOP purposes.
- g. "Grantee" as used herein refers to the recipient of this cooperative agreement.
- h. "NOFA" means the Notice of Funding Availability, which announced the availability of funding for this grant.
- i. "NOPI" means Notice of Public Interest
- j. "OSHC" means the HUD Office of Sustainable Housing and Communities, or its successor Office, if any.
- k. "Publication" includes:
  - (1) Any document containing information for public consumption; or
  - (2) The act of, or any act which may result in, disclosing information to the public.
- l. "Recipient" Any entity other than an individual that received grant funds in the form of a grant, cooperative agreement or loan directly from the Federal government.

m. "Subaward" means:

(1) A legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that:

(a) The recipient awards to an eligible sub-recipient; or

(b) The sub-recipient at one tier awards to a sub-recipient at the next lower tier.

(2) The term does not include the recipient's procurement of property and services needed to carry out the project or program (see, generally, § .210 of the attachment to OMB Circular A-133 (2 CFR Part 180), "Audits of States, Local Governments, and Non-Profit Organizations").

(3) A subaward may be provided through any legal agreement, including an agreement that the recipient or a sub-recipient considers a contract.

n. "Sub-recipient" means a non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary to such a program. The sub-recipient may also be a recipient of other Federal awards directly from the Federal awarding agency. Guidance on distinguishing between a sub-recipient and a vendor is provided in § .210 of OMB Circular A-133 (2 CFR Part 180).

o. "Total Instrument Amount" is the amount under line item 14 of the HUD Form-1044 (Total Instrument Amount). This is the sum of the federal award and grantee match.

p. "Work Plan" refers to the Grantee's plan for addressing a specific service delivery need, and consists of designated work activities including tasks and subtasks as required by the program office; a timeline for completing the work; performance measures; outputs and outcomes identified to achieve the performance measures/goals; budget; and resources designated to complete the work.

## B. PROGRAM REQUIREMENTS

### 1. Allowable Costs

a. This is a cost reimbursement award; the Grantee shall be reimbursed for certain costs, as described below, incurred in the performance of work in an amount not to exceed the obligated amount shown in block 15 on the Assistance Award Form (form HUD-1044). In the event the Grantee incurs costs in excess of the prescribed amount, the excess shall be borne entirely by the Grantee.



- b. HUD shall reimburse the Grantee for costs incurred in the performance of this award which are determined by the GTR and the Grant Officer to be allowable, allocable, and reasonable in accordance with applicable Federal cost principles as follows:

Cost Principles for State, Local, and Indian Tribal Governments	OMB Circular A-87	Relocated to 2 CFR, Part 225; <a href="http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html">http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html</a>
Cost Principles for Non-profit Organizations	OMB Circular A-122	Relocated to 2 CFR, Part 230; <a href="http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf">http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf</a>
Cost Principles for Educational Institutions	OMB Circular A-21	Relocated to 2 CFR, Part 220; <a href="http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf">http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf</a>
Audits of States, Local Governments, and Non-Profit Organizations	OMB Circular A-133	Relocated to 2 CFR Part 180; <a href="http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf">http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf</a>
Cost Principles for Commercial/For-profits	Federal Acquisition Regulations at 48 CFR Part 31.2	<a href="http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200948">http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200948</a>

- c. Direct Costs are the allocable portion of allowable costs incurred directly for the purposes of the grant. Detailed explanations of direct costs are provided in applicable OMB Circulars (A-21 (2 CFR Part 220), Cost Principles for Educational Institutions, A-87 (2 CFR Part 225), Cost Principles for State, Local, and Indian Tribal Governments, or A-122 (2 CFR Part 230), Cost Principles for Nonprofit Organizations, as applicable) that can be accessed at the White House website, [www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default)

## 2. Administrative Requirements

The grantee must adhere to all respective uniform administrative rules for Federal grants and cooperative agreements and subawards as follows:

Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations	24 CFR Part 84	<a href="http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_36446.doc">http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_36446.doc</a>
Administrative Requirements for Grants	24 CFR Part 85	<a href="http://www.hud.gov/offices/lead/librar">www.hud.gov/offices/lead/librar</a>

and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments		y/lead/24_CFRPART_85.pdf
Grants and Cooperative Agreements with State and Local Governments	OMB Circular A-102	<a href="http://www.whitehouse.gov/omb/circulars_a102">http://www.whitehouse.gov/omb/circulars_a102</a>
Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations	OMB Circular A-110 (Relocated to 2 CFR Part 215)	<a href="http://www.whitehouse.gov/omb/fedreg/2005/083105_a110.pdf">http://www.whitehouse.gov/omb/fedreg/2005/083105_a110.pdf</a>
Audits of States, Local Governments, and Non-Profit Organizations; and	OMB Circular A-133 (Relocated to 2 CFR Part 180),	<a href="http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf">http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf</a>

### **3. Advance Payment By Treasury Check Or Electronic Funds Transfer**

Advance payments by Treasury check or electronic funds transfer are hereby authorized under this grant. A Grantee that is subject to existing State program accreditation requirements may request an advance payment in writing, if applicable. HUD may provide to the Grantee a one-time cash advance that shall not exceed 10 percent of the grant amount, and shall be limited to the minimum amount needed for the actual, immediate cash requirements of the Grantee in carrying out the start up activities of this agreement and as agreed to by the Grant Officer. Neither these HUD funds nor non-HUD funds may be used for conducting interventions, remediation, rehabilitation, renovation or other activities that would physically alter any structure or property in any way. Refer to 24 CFR 58.34(a) for a list of exempt activities.

### **4. Amendments**

This grant may be modified at any time by written amendment. Amendments, which reflect the rights and obligations of either party, shall be executed by both HUD (the Grant Officer) and the Grantee. Administrative amendments, such as changes in appropriation data, may be issued unilaterally by the Grant Officer.

### **5. Amount of Cost Share (Estimated Cost And Payment – Leveraging) (See Block 14 of form HUD-1044)**

The estimated cost for the performance of this grant is the “**Total Instrument Amount**”.

The Grantee shall be reimbursed by HUD for costs incurred in the performance of this grant. HUD shall not be obligated to reimburse the Grantee in excess of the “**Total HUD Amount**”. HUD reserves the right to withhold five-percent (5%) of the Federal grant amount pending the receipt and approval of a final progress report. See clause entitled “Final Report” for

more information. The proposed contribution to supplement HUD funds is the "Recipient Amount." The Grantee agrees to bear without reimbursement by HUD the "Recipient Amount" of the total costs. The Grantee is not obligated to contribute more than the "Recipient Amount". However, the Grantee shall be solely responsible for any costs in excess of the estimated cost of the "Total Instrument Amount".

The Grantee must satisfy all leveraging requirements in the NOFA. If the Grantee's actual leveraging contribution is less than "Recipient Amount" under Block 14 of the HUD 1044, the Government reserves the right to negotiate new line items and/or amounts to satisfy the Grantee's leveraged funds requirement, or to reduce the Government's share proportionally. The Grantee shall notify the Government at any time it believes it will not meet its leveraged funds requirement by the completion of the grant. If the Grantee exceeds the leveraged amount, there will be no impact on the Federal share. HUD reserves the right to withhold payments if leveraged funds are not spent.

Any funds requested by the Grantee shall be requested in accordance with the clause entitled, "Estimated Cost and Payment - Line Of Credit Control System (LOCCS)."

HUD reserves the right to withhold payment if leveraged resources are not spent.

#### 6. Budget

The Grantee shall incur costs in conformance with the original or negotiated budget, presented with the proposal for this grant. The Grantee shall not commingle any funds computed under this grant with any other existing or future operating accounts held by the Grantee.

If the Grantee has been contacted to submit documents to support the application that were not received prior to the execution of this grant, the Grantee will not be allowed to draw down funds in excess of 10% of the federal amount, until such time that the requirements have been met. HUD reserves the right to terminate an award if the required documents are not provided within 1 month from the date the written request was made.

Standard Form 425, Federal Financial Report (24 CFR Part 84.52 and/or 85.52), detailing leveraged funds or in-kind contributions shall be submitted on a bi-annual basis. As part of the closeout process a final narrative and a final Standard Form 425 detailing the progress made in achieving the purpose of the grant and adequate documentation of the total federal funds expended in support of the activities to achieve this purpose are due to the GTR 90 days after the end of the period of performance (See clause entitled "Closeout").

The Federal Financial Report (Standard Form 425) shall be submitted on a bi-annual basis and is due 30 days after the reporting period.

## **7. Central Contractor Registration (CCR)**

Recipients and their first-tier sub-recipients must maintain current registrations in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which they have active federal awards.

## **8. Certifications and Assurances**

The certifications and assurances submitted in the Grantee's application are hereby incorporated into this agreement. They include:

- a. Standard Form 424 or HUD 424, Application for Federal Assistance
- b. Certification and Disclosure Form Regarding Lobbying (SF-LLL)
- c. Applicant/Recipient Disclosure Update Report (HUD-2880)
- d. Certification Regarding Parties Excluded From Procurements
- e. Certification Prohibiting Excessive Force Against Non-Violent Civil Rights Demonstrators
- f. Certification/Disclosure Regarding federal Debt
- g. Certification Regarding a Drug-Free Workplace
- h. Codes of Conduct and Conflict of Interest

A grantee must notify the GTR of any changes in the status or information on the above items.

## **9. Changes**

In accordance with 24 CFR 85.30 or 84.25, as applicable, Grantees or sub-grantees must obtain the prior approval of the awarding agency whenever any programmatic changes are anticipated, including but not limited to the following:

- a) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
- b) Budget revisions that are 10% or more of the total HUD amount among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed 10% of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.
- c) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the awarding agency.
- d) Under non-construction projects, contracting out, subgranting (if authorized by law) or otherwise obtaining the services of a third party to perform activities, which are central to the purposes of the award.

#### **10. Closeout**

The Grantee shall provide the Grant Officer with closeout documentation 90 days after to the end of the performance period, consisting of the following five elements:

- Narrative Final Report summarizing activities conducted under the award, including significant outcomes resulting from the activities and problems encountered during the performance period;
- Federal Financial Report (SF-425) of the total Federal Funds expended;
- Completed Inventions, Patents, and Copyright Statement; and
- Completed Closeout Certification.

HUD will notify the Grantee in writing when the grant is closed. The Grantee has three areas of continuing responsibility after closeout of the grant:

- Records and materials must be kept in a safe place and be accessible to auditors and other government officials for three years after the grantee and all subgrantees/subcontractors make final payments and all other pending matters are closed. (If the grant is covered by 24 CFR Part 84, see related record retention requirements in 24 CFR 84.85(c)(2).) This requirement also extends to all subcontracts the Grantee has executed.
- Accountability for property continues as long as the Grantee holds the property, or for the period of time established by the agreement. Disposal of property must be in accordance with the rules established in the Property Management Standards referred to in the award. Program income, including royalties, must be used to support eligible activities.
- Notification to the Grant Officer if, at any time during the three-year period after project completion, the Grantee organization is discontinued or changes location. The Grant Officer should be notified immediately of the new address or the address of the party retaining all records.

#### **11. Collection Of Data**

Collection of data from ten or more respondents and sponsored by HUD shall be subject to the Paperwork Reduction Act (44 U.S.C. 3501— 3520). If a survey instrument for a collection of data sponsored by HUD is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained prior to the use of the survey instrument. Also, a time element is involved here, which may considerably lengthen the time required for completion of the project proposed. Careful consideration should be given to any proposal, which requires the use of a survey or other information collection sponsored by HUD. The collection of data is deemed to be sponsored by HUD only under the following conditions (5 CFR 1320.3):

- a) The Grantee is conducting the collection of information at the specific request of HUD; or

- b) The terms and conditions of the grant require specific approval by HUD of the collection of information or collection procedures. Note that if the Grantee decides on its own to collect information and it does not need HUD approval to do so, then HUD is not the "sponsor" of the information collection.

**12. Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) (Transparency Act)**

Applicants receiving an award from HUD should be aware of the requirements of the Transparency Act. The Transparency Act requires the establishment of a central website that makes information available to the public regarding entities receiving federal financial assistance, by not later than January 1, 2008. In fulfillment of the requirements of the Act, OMB launched <http://www.USAspending.gov> in December 2007. The website makes information available to the public on the direct awards made by the federal government. The Transparency Act also requires, beginning not later than January 2009, that data on subawards be made available on the same website.

In anticipation of the implementation of this requirement, HUD is placing awardees of its FY2010 competitive funding on notice of these requirements and that, once implemented, grantees will be required to report their subaward data to HUD or a central federal database. The only exceptions to this requirement under the Transparency Act are:

- 1) Federal transactions below \$25,000;
- 2) Credit card transactions prior to October 1, 2008;
- 3) Awards to entities that demonstrate to the Director of OMB that the gross income of such entity from all sources did not exceed \$300,000 in the previous tax year of such entity; and
- 4) Awards to individuals. Guidance for receiving an exception under item (3) above has not been finalized by OMB.

HUD is responsible for placing award information for direct grantees on the government website. The reporting of subaward data is the responsibility of the grantee. Grantees should be aware that the law requires the information provided on the federal website to include the following elements related to all subaward transactions, except as noted above:

- 1) The name of the entity receiving the award;
- 2) The amount of the award;
- 3) Information on the award, including the transaction type, funding agency, the North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
- 4) The location of the entity receiving the award and primary location of performance under the award, including the city, state, congressional district, and country;



- 5) A unique identifier of the entity receiving the award and of the parent entity of the recipient (the DUNS number), should the entity be owned by another entity; and
- 6) Any other relevant information specified by OMB.

### **13. Conduct of Work**

During the effective period of this grant, the GTR and/or the GTM identified in Block 9 of the HUD-1044 shall be responsible for monitoring the technical effort of the Grantee, unless the Grantee is notified in writing by the Grant Officer of a replacement.

Only the Grant Officer has the authority to authorize deviations from this grant, including deviations from the Work Plan. In the event the Grantee does deviate without written approval of the Grant Officer, such deviation shall be at the risk of, and any costs related thereto shall be borne by, the Grantee.

### **14. Confidentiality**

The service provider (e.g., the Grantee and any subgrantees, subcontractors or vendors) must maintain confidential files on individual program beneficiaries served. Recipient staff must keep paper files in a locked filing cabinet and protect all electronic files related to individual beneficiaries with a personal password.

The service providers shall maintain primary access to individual beneficiary files. Other project management staff may have access to these files only if they contain a "release of information" consent form signed by the individual beneficiary. A release of information form must clearly indicate which parties may have access to an individual beneficiary's file. Such parties might include the management staff and HUD staff. Recipient staff must only share individual beneficiary files with those parties listed on the signed form. If an individual beneficiary has not signed the consent form the parties listed may not read that individual beneficiary's file.

These categories serve as guidelines to recipient staff and management staff. The recipient must determine if the individual beneficiary's confidential information will significantly affect the safety and security of that individual or the recipient organization itself.

### **15. Contact Information Updates**

The Grantee shall inform the Grant Officer and GTR of any changes in contact information, including the organization's name, address, telephone, e-mail, and key personnel.

### **16. Copyrights**

HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this award, sub-award, or contract awarded under this



grant; and (b) any rights of copyright to which a Grantee or sub-grantee or a contractor purchases ownership with award funds.

#### **17. Default and Disputes**

The Grantee is in default if one or more of the following occurs:

1. Any use of award agreement funds for a purpose other than as authorized by this Agreement;
2. Any material noncompliance with Federal, State, or local laws or regulations as determined by HUD;
3. Any other material breach of this award agreement, or
4. Any misrepresentation in the application submissions which, if known to HUD, would have resulted in this award not being provided.
5. Failure to meet any reporting requirement.

If HUD determines preliminarily that the recipient is in default as described in items 1-5, above, HUD will give the recipient notice of this determination and the corrective or remedial action proposed by HUD. The recipient shall have an opportunity to demonstrate, within the time prescribed by HUD (not to exceed 30 days from the date of the notice), and on the basis of facts and data, that it is not in default, or that the proposed corrective or remedial action is inappropriate, before HUD implements the corrective or remedial action.

Where HUD determines that corrective or remedial actions by the recipient have not been undertaken as instructed, or will not be effective to correct the default and to prevent further default, HUD may take the following additional corrective and remedial actions under this award agreement:

1. Reduce the award in the amount affected by the default.
2. Take action against the recipient under 24 CFR Part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards.
3. Demand repayment of all award amounts.
4. Initiate litigation or other legal proceedings designed to require compliance with the statute, regulations, any terms or conditions of this award agreement, or other pertinent authorities.
5. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee.
6. Withhold further payments.
7. Take any other remedial action legally available.

During performance of the grant, disagreements may arise between the Grantee and the Grant Officer on various issues. If a dispute concerning a question of fact arises, the Grant Officer shall prepare a final decision, taking into account all facts and documentation presented. The decision shall be mailed to the Grantee. The Grantee may appeal the decision in writing within thirty (30) days to the Deputy Secretary of HUD, or his or her designated representative,

the Director, Office of Sustainable Housing and Communities.

Failure to comply with the requirements established in the award and these provisions, including failure to submit reports on time and in accordance with the requirements contained in these provisions, may result in HUD taking action to limit access to program funds. Actions by HUD may include, but are not limited to: requiring that reports and financial statements be submitted to the Grant Officer/GTR for approval before drawing down any funds; removing the Grantee from the eLOCCS; suspending the ability to incur costs or draw funds; and/or suspending or terminating the Grant for non-performance.

HUD may, on reasonable notice to the Grantee, temporarily suspend the award and withhold further payments pending corrective action by the Grantee. The award may be terminated in whole or in part before the end of the performance period for cause when the Grantee has failed to comply with the terms, conditions, standards, or provisions of this award. The award may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results.

#### **18. Deliverable Products**

During the performance period, the recipient is required to submit to the GTR Official Work Products. These include but are not limited to progress reports; financial reports, closeout documentation; products specified in the Work Plans, such as reports for HUD and the public on activities conducted and results achieved, etc. Failure to submit required documents on time may cause the Grant Officer to take action to suspend or terminate the award.

#### **19. Equipment**

When acquiring equipment, the Grantee shall comply with the requirements set forth in 24 CFR 84.34 or 24 CFR 85.32, whichever is applicable, OMB Circular A-87 (2 CFR Part 225), and OMB Circular A-122 (2 CFR Part 230).

#### **20. Estimated Cost and Payment - Line Of Credit Control System (LOCCS/eLOCCS)**

The Grantee shall be reimbursed for costs incurred in the performance of work under this grant in an amount not-to-exceed "**Total HUD Amount**" in Block 14 of the HUD 1044. In the event the Grantee incurs cost in excess of this amount, the excess shall be borne entirely by the Grantee.

Incurred costs shall be reimbursed through HUD's Line of Credit Control System (LOCCS) using the eLOCCS web based system. Each day LOCCS generates a payment tape for the Department of the Treasury, which disburses the payments via the Automated Clearinghouse (ACH) Payment System and a Voucher and Schedule of Payments. All payments are certified by HUD and forwarded to Treasury for processing.

Before receiving funds from the eLOCCS, the Grantee must designate a financial institution for HUD to make direct deposit payments through the ACH system. In the event the Grantee, during the performance of this grant, elects to designate a different financial institution for the receipt of any payments, notification of such change and the related information must be received by the Grant Officer 30 days prior to the date such change is to become effective.

To have access to LOCCS and the eLOCCS, the Grantee shall obtain a Security ID and Password from HUD's LOCCS Security Officer, using the form HUD-27054, LOCCS Voice Response /eLOCCS Access Authorization Form.

The Grantee shall submit the original vouchers for work performed to the GTR identified in Block 9 of the form HUD-1044. The voucher shall be supported by a detailed breakdown of the cost(s) claimed (Grantees are to use the Part 3 Financial Reporting Attachment included in Policy Guidance 2001-03). In order to assure proper payment, it is important that the voucher is in accordance with the payment amount requested through the eLOCCS. Payment requires the Grantee to go to eLOCCS and provide the Security ID number and requested information. Detailed instructions for using the LOCCS/eLOCCS were provided in HUD's Transmittal Letter for your award.

Funds advanced to the Grantee shall be maintained in an interest bearing account. Any interest earned by the Grantee as a result of the advanced funds shall be promptly returned to HUD.

All check remittances should be sent to the new Miscellaneous Lockbox as follows:

Bank of America  
DHUD P.O. Box 277303  
Atlanta, GA 30384-7303

If the Grantee is a State, local government or Indian Tribe, the Grantee may retain up to \$100.00 of interest earned per Grantee's fiscal year for administrative expenses (24 CFR 85.21).

If the Grantee is a University, non-profit or for profit organization, the Grantee may retain up to \$250.00 of interest earned per Grantee's fiscal year for administrative expenses (24 CFR 84.22).

State universities and hospitals shall comply with the Cash Management Improvement Act (CMIA), as it pertains to interest.

Other funds due to HUD after the end date of the grant or close-out, as a result of internal audit or other reasons, will be returned to the GTR identified in Block 9 of the form HUD-1044 of this grant.

Should the Grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements, or fail to provide any

required progress report in a timely manner, the authorization for advance payments may be revoked. The Grantee may then be required to finance the project with its own working capital and payment to the Grantee may be made by Treasury check to reimburse it for actual cash disbursements that are approved by the GTR.

## **21. Environmental Review**

This Environmental Review section applies to grantees that will conduct site control or land acquisition (Category 2- Detailed Execution Plans and Programs), as described in the NOFA.

Activities that involve site control or acquisition are subject to HUD environmental review under 24 CFR Part 50. For projects involving these activities, HUD's notification of award constituted only a preliminary approval by HUD subject to the completion of an environmental review of the proposed site(s). Selection for participation and the execution of this Agreement do not constitute approval of the proposed site(s). Each proposal involving site control or acquisition is subject to a HUD environmental review, and the Grantee's proposal may be modified or the proposed sites rejected as a result of that review.

The Grantee shall not acquire, rehabilitate, demolish, convert, lease, repair, or construct property, nor commit or expend HUD or local funds for these program activities with respect to any eligible property, until HUD approval of the property is received. An option agreement on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is subject to a determination by HUD on the desirability of the property for the project as a result of the completion of the HUD environmental review and the cost of the option is a nominal portion of the purchase price.

The Grantee shall assist HUD in complying with 24 CFR Part 50; shall supply HUD with all available, relevant information necessary for HUD to perform an environmental review for each property, as requested by HUD; and, shall carry out mitigating measures required by HUD or select alternate eligible property if required by HUD..

## **22. Fair Housing and Civil Rights Laws**

- a) The Grantee represents, warrants, and certifies to HUD that it shall comply with all applicable Federal statutes, regulations, and requirements relating to non-discrimination and equal opportunity identified in HUD's regulations at 24 CFR § 5.105(a), and assure such compliance of any of its sub-grantees under this Agreement, including the following:
  1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-2000d-4) and implementing regulations at 24 CFR part 1, Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;

2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681:1683, 1685:1688) and implementing regulations at 24 CFR part 3, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance;
  3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development;
  4. Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*) and implementing regulations at 28 CFR part 35;
  5. The Fair Housing Act (42 U.S.C. §§ 3601-19) and implementing regulations at 24 CFR Part 100, Discriminatory Conduct Under the Fair Housing Act;
  6. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing Under Executive Order 11063; and
  7. The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) and implementing regulations at 24 CFR part 146, Nondiscrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
- b) The Grantee represents, warrants, and certifies to HUD that it shall administer its grant in a manner that affirmatively furthers fair housing and that, at a minimum, it shall carry out all actions to affirmatively further fair housing as proposed in its application for financial assistance under the Sustainable Communities Initiative Grant Programs.
- c) The Grantee represents, warrants, and certifies to HUD that it shall ensure that employment, contracting, and other economic opportunities generated by the Sustainable Communities Initiative Grant Programs shall, to the greatest extent feasible, be directed to low- and very low-income persons pursuant to Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and HUD's implementing regulations at 24 CFR part 135.
- d) Grantees are required to cooperate and assist HUD in its nondiscrimination and equal opportunity compliance activities and are required to maintain and submit racial, ethnic, disability, and other demographic data pursuant to HUD's nondiscrimination and equal opportunity regulations including those at 24 CFR §§ 1.6, 8.55, 107.30, and 121.2.

**23. Flow Down Provisions**

If the Grantee contracts or subawards funds under this agreement with a person or entity to perform work under this award, the Grantee shall include in the contract or subaward agreement such provisions as may be necessary to ensure that all contractors and subgrantees comply with the requirements of the grant and reporting provisions as set forth in these terms and conditions or as established by HUD and the Office of Management and Budget (OMB)

The Terms and Conditions of this agreement flow down to all tiers of subgrantees. First tier subgrantees are required to obtain a DUNS numbers (or update its existing DUNS record), and register with the Central Contractor Registration (CCR; [www.ccr.gov](http://www.ccr.gov)) no later than 120 days after execution of this agreement.

**24. HUD's Right to Audit and Disallow and Recover Funds**

The government reserves the right to seek recovery of any funds that were not expended in accordance with the requirements or conditions of this agreement based upon HUD review, the final audit, or any other special audits or reviews undertaken. HUD has the right to order a special audit, even if the Grantee's auditor or a cognizant agency has already conducted one.

**25. HUD's SUBSTANTIAL INVOLVEMENT**

HUD's Office of Sustainable Housing and Communities will work in partnership with its grantees to advance the program objectives of the grant program. The Cooperative Agreement allows for substantial involvement of HUD staff to enhance the performance of the grantee in the completion of their deliverables.

Anticipated substantial involvement by HUD staff may include, but will not be limited to:  
Studies and Reports

- Review potential amendment recommendations to the study design and/or Workplan.
- Review and provide recommendations in response to bi-annual progress reports (e.g., amendments to study design based on preliminary results).
- Review and provide recommendations on the final report/study, including final interpretation of study results.

Approvals and Reviews

- Authority to halt activity if specifications or work statements are not met;
- Review and approval of one stage of work before another can begin;
- Review and approval of substantive provisions of proposed sub-grants or contracts beyond existing Federal policy;
- Approval of workplan adjustments based on changing conditions and needs documented in the cohort targeted for capacity building.
- Review and approval of key personnel

Participation and Monitoring



- Monitoring to permit specified kinds of direction or redirection of the work because of interrelationships with other projects;
- HUD and recipient collaboration or joint participation;
- Implementing HUD requirements which limit recipient discretion;
- Coordination of complementary activities from respective capacity building intermediaries, including determining if workplans require adjustments based on changing conditions;
- Where appropriate substantial, direct HUD operational involvement or participation during the assisted activity.

#### **26. Incurrence of Costs**

The Grantee is allowed to incur costs for activities beginning the effective date of the award as stated on the HUD-1044 under period of performance. Any costs incurred before the date are not allowable unless specifically authorized in writing by the Grant Officer or GTR.

At a minimum, grantees are required to drawdown funds on a quarterly basis. An e-LOCCS Request Voucher for Grant Payment (HUD form 27053) must be used to be reimbursed for award funds. Any funds requested by the Grantee shall be requested in accordance with the clause entitled, "Estimated Cost and Payment - Line of Credit Control System (LOCCS)."

#### **27. Indirect Costs**

For grantees without a federally approved indirect cost rate, a provisional indirect cost rate, pending establishment of a final rate, will be applied to this grant. Reimbursement will be made on the basis of the provisional rate. By accepting this agreement, the Grantee agrees to bill at the provisional indirect cost rate until an approved indirect rate agreement becomes effective. Adjustments will be made from the provisional rate to the final rate. However, such adjustments must be within the total amount of the award as stated in Block #15 of the HUD-1044.

#### **28. Inspection and Acceptance**

Inspection, review, correction, and acceptance of all deliverables under this award shall be the responsibility of the GTR. The GTR may receive recommendations from assigned GTMs.

#### **29. Inspector General Referrals**

The Grantee or any subgrantee, subcontractor or other sub-recipient awarded funds shall promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

#### **30. Limitation on Consultant Payments**

Per the requirements of the NOFA, federal funds may not be used to pay or to provide reimbursement for payment of the salary of a consultant, whether retained by the federal Government or the Grantee, at a rate more than the equivalent of General Schedule 15, Step 10 base pay rate. See the Office of Personnel Management Website, [www.opm.gov](http://www.opm.gov), and its Salaries and Wages link for the current base rate, which may be lower than the local rate.

### **31. Limitation on Payments to Influence Certain Federal Transactions**

Section 1352 of Title 31 of the U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

### **32. Lobbying Activities Prohibition**

The Grantee is subject to the provisions of section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part 87 and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).

### **33. Management and Work Plan**

The management and work plan, deliverables and budget revisions shall comply with the requirements established by the NOFA. The Grantee shall complete and submit a detailed management and work plan within 60 days after the effective date of the grant; this plan is subject to review and approval by HUD. The revisions to the general plan submitted in the proposal shall include any negotiated changes of the work plan or budget if applicable. The plan shall be developed according to the instructions that will be provided by the GTR.

The management and work plan consist of the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program. A revised budget, in accordance with the final negotiation, shall be submitted (if necessary).

### **34. Monitoring**

The responsible Departmental official, GTR, or designee may review and monitor the practices of the Grantee to determine whether it is in compliance with this Agreement or other requirements that arise as a result of the Grant Award. The GTR will also provide performance monitoring by tracking Grantee's progress in meeting the goals and objectives of the program.

**35. Order of Precedence**

In the event of any inconsistency among any provisions of this grant, the following order of precedence shall apply:

- a) HUD 1044 Cooperative Agreement
- b) NOFA
- c) Management and Work Plan.
- d) Uniform Administrative Requirements.
- e) Grantee's Proposal (if incorporated)

**36. Patent Rights (Small Business Firms And Nonprofit Organizations)**

Patent rights are as specified in 37 CFR Part 401, entitled "Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements." Inquiries regarding this Patent Rights clause should be in writing and directed to:

Grant Officer  
Office of Sustainable Housing and Communities  
U.S. Department of Housing and Urban Development  
451 Seventh Street SW, Room 10180  
Washington, DC 20410-3000

**37. Period of Performance and Extensions and Incurring Costs or Obligor Federal Funds Beyond the Expiration Date**

a) The Grantee shall provide all services stipulated in this cooperative agreement for the period of months specified in the form HUD 1044, "Assistance Award/Amendment," or its Continuation Sheet, from the effective date stipulated in Block #5 of the HUD 1044. Grantees are to comply with the requirements of 24 CFR 84.28 or 24 CFR 85.23 (Period of availability of funds), as applicable, in charging costs to the grant. All obligations incurred under the award must be liquidated within the period of performance.

b) The Grantee shall not incur costs or obligate federal funds for any purpose pertaining to the operation of the project or program, 30 days prior to the end of the period of performance. The only costs which are authorized during the last 30 days of the period of performance are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grant Officer.

The Office of Sustainable Housing and Communities has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding is at the sole discretion of that Office.

**38. Personnel**

The personnel, specified as key personnel in the original or amended HUD form 2010 (Rating Factor Form), Factor 1, Capacity of the Applicant and Relevant Organizational Experience, are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other work, the Grantee shall notify the Grant Officer and GTR reasonably in advance in writing and shall submit justification (including proposed substitutions (with the qualifications and experience of the substitute personnel)) in sufficient detail to permit evaluation of the impact on the work effort. No diversion shall be made by the Grantee without the written consent of the Grant Officer.

**39. Profit/Fee**

No increment above cost, fee, or profit may be paid to the Grantee or any subgrantee under this award.

**40. Program Income**

Any program income derived as a result of this award shall be added to funds committed under the award to further activities eligible for assistance under this agreement. If not contained in the Work Plan or under Special Conditions itemized in these provisions, prior to using program income to further the objectives of the grant program, the parties shall mutually agree by written amendment on the use of program income. Program income received after the period of performance must be used to further the objectives of the applicable grant program for which this grant is awarded in accordance with 24 CFR 84.24 or 85.25, as applicable.

**41. Prohibited Use of Funds**

You may not use funds for the following ineligible activities:

- (a) Ineligible administrative activities under OMB Circular A-102 (24 CFR Part 85), Grants and Cooperative Agreements with States and Local Governments; OMB Circular A-110 (2 CFR Part 215) Uniform Administrative Requirements for Grants and Cooperative Agreement with Institutions of Higher Education, Hospitals and other Non-Profit Organizations;
- (b) Ineligible costs under OMB Circular A-87 (2 CFR Part 225), Cost Principles for State and Local and Indian Tribal Governments; and OMB Circular A-122 (2 CFR Part 230), Cost Principles for Non-Profit Organizations;
- (c) Developing plans that would assist business or industry to relocate to an area to the detriment of communities where the business or industry is currently located. This funding restriction does not apply to businesses that are displaced as a result of Category 2 projects. The requirements of the Uniform Relocation Assistance and Real

Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) (codified at 49 CFR Part 24) cover any person who moves permanently from real property or moves personal property from real property as a result of direct acquisition, rehabilitation, or demolition for a program or project receiving HUD assistance (See the General Section).

- (d) Substitution of Sustainable Communities funds for funding already pledged to support community development; housing; watershed, air and water quality; transportation planning; food production and distribution planning; and other planning activities eligible under the sustainable communities planning program.

#### **42. Publications and News Releases and Social Media**

The results of work conducted under the award may be made available to the public through dedication, assignment by HUD, or other means, as HUD shall determine.

All interim and final reports and any other specified deliverables shall be owned by the government and held for the benefit of the public which shall include Grantee and Grantee's sub-recipients.

Interim and final reports (including, if applicable, scientific manuscripts) may not be published by the Grantee or any sub-recipients participating in the work for a period of sixty days after acceptance of the deliverables by the GTR.

All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the Grantee or other participants in the work shall contain the following acknowledgment and disclaimer:

The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by the Grantee or its staff, or any sub-grantee or other person or organization participating in the work of the award, shall, be provided to the GTR for review and comment before the planned release. Whenever possible, these should be provided to the GTR for review and comment at least two weeks before the planned release, but in no event simultaneously with the release.

The use of Social Media, such as web feeds, wikis, blogs, photo and video-sharing, podcasts, and microblogs is acceptable under OSHC grant programs. Information to be released

through Social Media must be provided to the GTR for review and comment at least 2 business days before the planned release.

### **43. Reporting**

#### **a) Deliverables**

The Grantee shall include a schedule listing all significant project milestones, and dates for submission of all project deliverables including biannual project reports, interim reports where appropriate, the final report, and financial reports utilizing Standard Form 425, the Federal Financial Report. Upon approval of the Work Plan, the Grantee should ensure all deliverables identified in the Work Plan are delivered on time.

#### **b) Bi-Annual Progress Reports**

A template to be used in the preparation of each biannual report will be provided by HUD after grant award. Bi-annual reports must reflect activities undertaken, obstacles encountered and solutions achieved, and accomplishments. Contracts, training materials and protocols, rosters of persons trained, outreach and educational materials prepared, and other significant products developed to implement, analyze or control the project or disseminate information are to be submitted with the biannual reports as attachments.

Grantees shall submit reports as specified in this clause. The reports submitted to HUD require the submission of a work plan with specific, time phased, and realistic goals, objectives established. Bi-annual status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives are to be submitted.

Grantees are advised that failure to submit timely biannual progress reports will result in not having their "eLOCCS Request Voucher for Grant Payment" processed and also may result in a low performance rating, which could result in grant termination. Reports are due 30 days after the reporting period.

#### **c) Required Reports**

- Grantees are required to submit biannual progress reports. Reporting requirements are specified in the Notice of Funding Availability and these Terms and Conditions. In case of conflict, the more-stringent provisions apply.
- Economic Opportunities for Low- and Very Low-Income Persons (Section 3). The HUD Form 60002, Economic Opportunities for Low- and Very Low-Income Persons (Section 3) must be submitted by January 10th, and yearly thereafter.
- Federal Financial Report (Standard Form 425)



**d) Final Report**

A final report shall be submitted. The final report shall summarize the applicant's plans, execution of the plans, achievements noted, and lessons learned. The report need not be lengthy, but should be of a quality and detail to provide freestanding description to any outside reader of all of the applicant's work and achievement under the grant. See clause entitled "Closeout" for the specific elements to be included with your final report. Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR.

**44. Reproduction of Reports****BRANCH PROCUREMENT OF CERTAIN KINDS OF PRINTING; "PRINTING" DEFINED**

Pub. L. 102-392, title II, Sec. 207(a), Oct. 6, 1992, 106 Stat. 1719, as amended by Pub. L. 103-283, title II, Sec. 207, July 22, 1994, 108 Stat. 1440; Pub. L. 104-201, div. A, title XI, Sec. 1112(e)(1), Sept. 23, 1996, 110 Stat. 2683, provided that:

- 1) None of the funds appropriated for any fiscal year may be obligated or expended by any entity of the executive branch for the procurement of any printing related to the production of Government publications (including printed forms), unless such procurement is by or through the Government Printing Office.
- 2) Paragraph (1) does not apply to (A) individual printing orders costing not more than \$1,000, if the work is not of a continuing or repetitive nature, and, as certified by the Public Printer, if the work is included in a class of work which cannot be provided more economically through the Government Printing Office, (B) printing for the Central Intelligence Agency, the Defense Intelligence Agency, National Imagery and Mapping Agency, or the National Security Agency, or (C) printing from other sources that is specifically authorized by law.

As used in this section, the term "printing" includes the processes of composition, platemaking, presswork, duplicating, silkscreen processes, binding, microform, and the end items of such processes.

**45. Review of Deliverables****a) Definition - For the purpose of this clause, "Deliverables" include:**

- 1) All interim and final reports;
- 2) Survey instruments required by Work Plan, if applicable;
- 3) Other physical materials and products produced directly under the Work Plan of this grant, if applicable; and
- 4) In-kind and leverage commitments, if applicable.

**b) General**

- 1) The GTR shall have the sole responsibility for HUD review, correction, and acceptance of the deliverables of this grant. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the Grantee.
- 2) The Grantee shall carry out the required corrections, if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR.
- 3) The basis for acceptance shall be the Grantee's good faith efforts to complete the deliverables of this grant.
- 4) The GTR's review, correction, and acceptance of deliverables shall be limited to: (i) corrections of omissions or errors of fact, methodology, or analysis; ii) deletion of irrelevant materials; and (iii) improvements in style readability.
- 5) In the review and acceptance of deliverables, the GTR may not require any change in the Grantee's stated views, opinions, or conclusions.
- 6) Should there be any disagreement between the Grantee and the GTR as to any correction, or the methodology or analysis on which any conclusion is based, the GTR may require the Grantee to insert a Government dissent(s) in the appropriate place(s). The inclusion of such dissent(s) in an Official Product of Work, otherwise found acceptable by GTR, and the return to the GTR of a revised copy containing the dissent(s), shall satisfy the requirements for acceptance of the Official Product of Work under this clause. Such dissent(s) shall not apply to any independent publication by the Grantee of Independent Products that may arise from the work or findings of this grant.

#### **46. Scope of Services**

The Grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work set forth in the original/revised application under the this NOFA, as well as the subsequent Management and Work Plan schedule.

#### **47. Section 508 Compliance**

Section 508 of the Rehabilitation Act of 1973 requires all Federal electronic and information technology to be accessible by people with disabilities. All Products of Work that will be posted on HUD's website must meet HUD's Web Publication Standards and Procedures at [www.hud.gov/assist/webpolicies.cfm](http://www.hud.gov/assist/webpolicies.cfm).

#### **48. Single Audit Transparency Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients.**

a) Uniform Administrative Requirements for Grants and Agreements" and OMB A-102 (24 CFR Part 85) Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of funds.

b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133 (2 CFR Part 180), "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133 (2 CFR Part 180).

c) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of funds.

d) Recipients agree to require their sub-recipients to include on their SEFA. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

#### **49. Special Conditions**

Special Conditions to this award are listed in the form HUD-1044 Continuation Sheets.

#### **50. Sub-recipient Monitoring and Management**

Recipients will be responsible for the monitoring and management of all sub-recipient awards. Management and reporting requirements applied to direct recipients tier-down to employees, affiliates, sub-recipients, and subcontractors, and recipients will be responsible for ensuring compliance and submitting required reports to HUD. Recipients may incorporate all sub-recipient reporting into a consolidated report with the exception of the requirements established for compliance with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) also known as FFATA or the Transparency Act.

#### **51. Whistleblower Protection**

Each grantee or sub-grantee awarded funds made available shall promptly refer to the HUD Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Complaints can be made to the HUD Office of Inspector General through any of the following means:

Calling toll-free at 1-800-347-3735; persons who have hearing or speech disabilities may reach this number from the Federal Relay Service, at 1-800-877-8339.

Faxing at (202) 708-4829

E-mailing to [hotline@hudoig.gov](mailto:hotline@hudoig.gov)

Writing to HUD OIG Hotline (GFI), 451 7th Street, SW, Washington, DC 20410

**ATTACHMENT D:  
COMPLIANCE PROVISIONS FOR FEDERALLY ASSISTED  
CONSTRUCTION CONTRACTS AND SUBCONTRACTS**

**1. EQUAL EMPLOYMENT OPPORTUNITY**

(Applicable to all construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

**2. CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to contracts and subcontracts in excess of \$10,000)

By the execution on this Agreement, CONTRACTOR, or subcontractors certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, CONTRACTOR, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, religion, or national origin, because of habit, local custom, or any other reason.

The CONTRACTOR further agrees that (except where he/she has obtained identical certifications from proposed Subcontractors for specific time periods) he/she will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods).

*NOTICE TO PROSPECTIVE SUBBUILDERS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES. A certification of Non-segregated facilities as required by the 9 May 1967 order on Elimination of Segregated Facilities, by the Secretary of Labor (32 Fed. Reg. 7439, 19 May 1967), must be submitted from the provisions either for each subcontract*

*or for all subcontracts during a period (i.e. quarterly, semi-annually or annually).*

*NOTE: Whoever knowingly or willfully makes any false, fictitious or fraudulent representation may be liable to criminal prosecution under 18 U.S.C. 1001.*

**3. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968-COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

*(Applicable to U.S. Dept. of Housing and Urban Development financially assisted Contracts or Subcontracts)*

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled (1) after the CONTRACTOR is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part



135 require employment opportunities to be directed, were not filled to circumvent the CONTRACTOR's obligations under 24 CFR part 135.

- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

#### **4. CLEAN AIR AND WATER ACTS**

(Applicable to contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

The CONTRACTOR and all Subcontractors shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

#### **5. ACCESS TO RECORDS--MAINTENANCE OF RECORDS**

The Federal agency providing the assistance for this contract, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by St. Charles Parish and will be maintained for a period of three (3) years after St. Charles Parish makes final payments and all other pending matters are closed.

#### **6. INSPECTION**

The authorized representative and agents of the Federal agency providing the assistance for this contract shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.



## **7. REPORTING REQUIREMENTS**

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by St. Charles Parish and the Federal agency providing the assistance for this contract.

## **8. CONFLICT OF INTEREST**

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the CONTRACTOR shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

## **9. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**

(Applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTORS shall incorporate foregoing requirements in all subcontracts.

## **10. PATENTS**

- A. The CONTRACTOR shall hold and save St. Charles Parish and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by St. Charles Parish of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by St. Charles Parish and not by or through the CONTRACTOR.
- C. If the CONTRACTOR uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with St. Charles Parish of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The CONTRACTOR and/or his Sureties shall indemnify and save harmless of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify St. Charles Parish for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

## **11. COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the CONTRACTOR for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of St. Charles Parish and all such rights shall belong to St. Charles Parish.

## **12. TERMINATION FOR CAUSE**

(Applicable to contracts in excess of \$10,000)

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this contract, St. Charles Parish shall thereupon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the

effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this contract shall, at the option of St. Charles Parish, become St. Charles Parish's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to St. Charles Parish for damages sustained by St. Charles Parish by virtue of any breach of the contract by the CONTRACTOR, and St. Charles Parish may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due St. Charles Parish from the CONTRACTOR is determined.

### **13. TERMINATION FOR CONVENIENCE**

(Applicable to contracts in excess of \$10,000)

St. Charles Parish may terminate this contract at any time by giving at least ten (10) days notice in writing to the CONTRACTOR. If the contract is terminated by St. Charles Parish as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

### **14. ENERGY EFFICIENCY**

The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

### **15. SUBCONTRACTS**

- A. The CONTRACTOR shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The CONTRACTOR shall be as fully responsible to St. Charles Parish for the acts and omissions of the CONTRACTOR's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the CONTRACTOR.
- C. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the CONTRACTOR by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the CONTRACTOR the same power as regards terminating any subcontract that St. Charles

Parish may exercise over the CONTRACTOR under any provision of the contract documents.

- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and St. Charles Parish.

**16. SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

(Applicable to construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers)

The CONTRACTOR and all Subcontractors shall comply with the requirements of Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5).

**17. BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the CONTRACTOR or the CONTRACTOR's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**18. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**19. ANTI-KICKBACK RULES**

(Applicable to all contracts and subcontracts for construction or repair)

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Copeland Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations

and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

## **20. INTEREST OF CONTRACTOR**

The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONTRACTOR further covenants that in the performance of this Contract that no person having any such interest shall be employed.

## **21. POLITICAL ACTIVITY**

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

## **22. LOBBYING**

The CONTRACTOR certifies, to the best of his or her knowledge and belief that:

- A. No Federally appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.



### 23. FEDERAL LABOR STANDARDS PROVISIONS

(Applicable to contracts and subcontracts in excess of \$2,000, when required by Federal grant program legislation, and with the exception of those funded with grants for disaster relief under FEMA's principal relief authority, the Robert T. Stafford Disaster Relief Act)

The CONTRACTOR shall abide by the requirements of the Federal Labor Standards Provisions (29 CFR 5.5) as follows:

**A.1.(i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(A)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(A)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(A)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii)(a) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and



(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(c) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (A)(1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

**2. Withholding.** St. Charles Parish shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld

from the CONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, St. Charles Parish may, after written notice to the CONTRACTOR, sponsor, applicant, or St. Charles Parish, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**3.(i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (A)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(a) The CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the appropriate Federal agency if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant sponsor, or St. Charles Parish, as the case may be, for transmission to the appropriate Federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(A)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime

CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors. CONTRACTORS and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the appropriate Federal agency if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, sponsor, or St. Charles Parish, as the case may be, or transmission to the appropriate Federal agency, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONTRACTOR to require a subcontractor to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or St. Charles Parish).

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (A)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (A)(3)(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The CONTRACTOR or subcontractor shall make the records required under paragraph (A)(3)(i) available for inspection, copying, or transcription by authorized representatives of the appropriate Federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor,

applicant or St. Charles Parish, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and



Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The CONTRACTOR shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. **Subcontracts.** The CONTRACTOR or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5 (A)(1) through (11) and such other clauses as the Federal agency may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.** Disputes arising out of the labor standards

provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and St. Charles Parish, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions," provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. **Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the CONTRACTOR or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (B)(1) of this section, the CONTRACTOR and any



subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (B)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph (B)(1) of this section.

(3) **Withholding for unpaid wages and liquidated damages.** The Federal agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B)(2) of this section.

(4) **Subcontracts.** The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (B)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (B)(1) through (4) of this section.

**C. Health and Safety.** The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The CONTRACTOR shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The CONTRACTOR shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The CONTRACTOR shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**2013-0008**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PLANNING AND ZONING)  
CLAYTON FAUCHEUX, COUNCILMAN AT LARGE, DIV. B  
TERRELL WILSON, COUNCILMAN, DISTRICT I**

**ORDINANCE NO. \_\_\_\_\_**

An ordinance to approve and authorize the execution of an Agreement between the Center for Planning Excellence (CPEX) and St. Charles Parish to assist with the development of a Revitalization Plan for the Paul Maillard Road Corridor, LA 52.

**WHEREAS,** The Center for Planning Excellence (CPEX) is a nonprofit entity that promotes community planning statewide; and,

**WHEREAS,** CPEX provided technical assistance to St. Charles Parish in the development of a Comprehensive Land Use Plan (CLUP); and,

**WHEREAS,** CPEX continues to provide technical assistance with implementation of the CLUP; and,

**WHEREAS,** CPEX was identified as a partner on the Parish's application for a HUD Community Challenge Planning grant; and,

**WHEREAS,** St. Charles Parish wishes to enter into a professional services agreement with CPEX to assist with public engagement and education and to provide technical assistance during the development of the Revitalization Plan; and,

**WHEREAS,** The funds for this contract were allocated in the approved 2013 Planning and Zoning budget under professional services; and,

**WHEREAS,** St. Charles Parish agrees to contract with CPEX to assist with the development of a Revitalization Plan for the Paul Maillard Road Corridor, LA 52, for the Parish as defined by the Agreement and Exhibit A, Scope of Work and Budget.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Agreement between the Center for Planning Excellence (CPEX) and St. Charles Parish to assist with the development of a Revitalization Plan for the Paul Maillard Road Corridor, LA 52, in the amount of \$65,000.00 is hereby approved.

**SECTION II.** That the Parish President is hereby authorized to execute said Agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES**  
**Paul Maillard Road, LA 52, Corridor Revitalization Plan**

**Be It known** that this agreement for professional services ("**Agreement**") has been entered into and is effective as of this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between

**The Parish of St. Charles**, PO Box 302, Hahnville, La 70057 ("**Client**"), and

**Center for Planning Excellence, Inc.**, 100 Lafayette Street, Baton Rouge, LA 70801 ("**Consultant**"),

under the following terms and conditions:

**Article 1.**  
**INTRODUCTION**

- 1.1 Client desires to conduct a corridor plan on Paul Maillard Road, LA 52.
- 1.2 At the request of Client, Consultant will assist Client in conducting outreach services and meeting facilitation during the Paul Maillard Corridor Planning effort ("**Services**") to stimulate ideas for area redevelopment and investment, as a first step towards implementing the St. Charles Parish Comprehensive Plan.
- 1.3 With the support of the Client, Consultant will provide the Services.
- 1.4 Consultant represents that it has the present capacity and is experienced and qualified to perform the Services as specified in this Agreement.

**Article 2.**  
**CONSULTANT'S SERVICES**

- 2.1 Consultant shall complete the Services which will include, without limitation, the tasks and deliverables outlined in Exhibit "A", attached hereto.
- 2.2 The Services shall be diligently performed by the regular professional and technical staff of Consultant as outlined in Exhibit "B", attached hereto. Consultant's obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation without prior written consent of Client.
- 2.3 Consultant is, for all purposes arising out of this Agreement, an independent contractor, and neither Consultant nor its employees shall be deemed an employee or agent of Client for any purpose, nor shall Consultant and Client be deemed to be joint ventures in any respect.

**Article 3.  
AGREEMENT TERM**

The term of this Agreement ("**Term**") shall begin on January 22, 2013 and shall end on January 1, 2015.

**Article 4.  
TERMINATION OF AGREEMENT**

**4.1** Either Consultant or Client may terminate this Agreement, with or without reason, by providing ten (10) days written notice to the other, which notice shall state the date of termination.

**4.2** In the event that Consultant's Services are terminated or if Consultant shall be discharged before all of the Services are performed, Client shall pay to Consultant the payment identified in Article 5 of this Agreement ("**Payment Terms**") based on the fractional amount of work performed by Consultant prior to termination or discharge.

**Article 5.  
PAYMENT TERMS**

**5.1** For the work that Consultant performs, Client shall pay Consultant Sixty-five Thousand (**\$65,000**) Dollars. The budget is approximated by phase in the Scope of Services. Consultant will invoice on a percent complete basis to be paid by Client within thirty (30) days. This payment represents the expenses Consultant will incur as it performs the services listed above.

**5.2** All expenses, charges and fees are included in Services and shall not be reimbursable.

**Article 6.  
USE OF CONSULTANT'S DOCUMENTS**

**6.1** The documents, plans, studies, analysis, deliverables and other work product prepared by Consultant for the Project are works for hire contracted for pursuant to this Agreement. Client shall be deemed the owner of these documents and other work product and shall be transferred all law, statutory, and other rights including copyright.

**6.2** Upon completion of the Services or earlier termination of this Agreement for any reason and payment by Client, Consultant shall deliver all such materials to Client.

**Article 7.  
PUBLICATION**

Consultant shall have the right to reference the Project subject to the approval of Client among Consultant's promotional and professional materials. Client shall have the right to reference Consultant's names in its materials related to the Project.

**Article 8.****CLIENT'S RESPONSIBILITIES**

Client shall provide available information regarding its requirements outlined in the Services, including related budgetary information.

**Article 9.****PROFESSIONAL RESPONSIBILITY**

All of the work performed by Consultant shall be performed in accordance with the standard of care, skill and due diligence provided by competent professionals who perform work or services of a similar nature to the Services.

**Article 10.****MISCELLANEOUS PROVISIONS**

**10.1 Conflict of Interest.** Consultant agrees that no official, officer or employee of Client shall have any personal or beneficial interest whatsoever in the Services.

**10.2 Confidentiality.** Except as provided by law, Consultant agrees not to divulge or release any information, report, research, analysis or recommendation developed or obtained in connection with the performance of the Services, except to authorized personnel upon the prior written approval of Client.

**10.3 Notice.** For the purpose of this Agreement, notices, demands and all other communications provided in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or (unless otherwise specified) mailed by United States certified or registered mail, return receipt requested, postage prepared, or by any overnight delivery service providing tracking information and delivery confirmation, addressed as follows:

If to Consultant: Center for Planning Excellence, Inc.  
Attn: Ms. Elizabeth "Boo" Thomas  
100 Lafayette Street,  
Baton Rouge, Louisiana 70801

If to Client: The Parish of St. Charles  
V.J. St. Pierre, Jr.  
Parish President  
P.O. Box 302  
Hahnville, La 70057

or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

**10.4 Governing Law/Venue.** The terms and conditions of this Agreement shall be governed by the laws of the State of Louisiana. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement may be brought in East Baton Rouge Parish.



**10.5 No Third Party Beneficiaries.** It is expressly understood and agreed that the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Client and Consultant, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person.

**10.6 Time is of the Essence.** The parties agree that the performance of the terms, conditions and requirements of this Agreement by Consultant, time is of the essence.

**10.7 Severability or Limitation.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way. If any statute or regulation limits fees that may be earned by this type of contract then this Agreement shall be limited to the maximum allowed by any such statute or regulation.

**10.8 Assignment.** This Agreement shall be not be assignable by Consultant.

**10.9 Binding Effect.** Client and Consultant respectively, bind themselves, their partners, successors, assigns, and legal representatives of the other party to this Agreement and to the members, managers, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement.

**10.10 Amendment.** This Agreement may be altered, amended, extended or renewed only by mutual written agreement of the parties.

**10.11 Mediation.** The parties shall attempt to settle disputes by mediation. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question as arisen.

**10.12 Attorney's Fees.** If either party commences any legal action or proceeding to enforce, interpret or construe this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and court costs, as determined by the court. "Legal action or proceeding" includes a declaratory relief action and any bankruptcy or insolvency proceedings.

**10.13 Entire Agreement.** This Agreement sets forth the entire agreement of the parties in respect of the subject matter contained herein and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any member, manager, officer, employee or representative of any party hereto; and any prior agreement of the parties in respect of the subject matter contained herein is hereby terminated and cancelled.

**10.14 Paragraph Headings.** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms or provisions hereof.

**10.15 Multiple Counterparts.** This Agreement may be executed in multiple counterparts and, as so executed, shall constitute one agreement binding on the parties hereto, notwithstanding that both parties have not executed the original or the same counterpart.

**10.16 Indemnification.** Client hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees



and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with the performance of the Scope of Work, except to the extent that such claims, liabilities, losses or expenses arise from gross negligence of Consultant in the performance of its duties.

**10.17 Release.** Client hereby releases Consultant, to the fullest extent permitted by law, from any claims, causes of action, liability or damages resulting from or related to the performance of the Scope of Work by Consultant.

IN WITNESS WHEREOF, the following party and witnesses hereto have executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 2013.

**WITNESSES:** **CENTER FOR PLANNING EXCELLENCE, INC.**

\_\_\_\_\_  
Print Name: \_\_\_\_\_ Elizabeth "Boo" Thomas  
President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

IN WITNESS WHEREOF, the following party and witnesses hereto have executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 2013.

**WITNESSES:** **The Parish of St. Charles**

\_\_\_\_\_  
Print Name: \_\_\_\_\_ V.J. St. Pierre, Jr.  
Parish President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

## CENTER FOR PLANNING EXCELLENCE

### Scope of Services for the Paul Maillard Road Corridor Revitalization Plan

#### Exhibit A SCOPE OF SERVICES

This Proposed Scope of Services is presented to St. Charles Parish (referred to as “Client”) by the Center for Planning Excellence, Inc., (hereinafter referred to as “Consultant”) to assist Client in committee management, technical assistance, outreach, community engagement and education (referred to as “Consultant Services”).

#### INTRODUCTION:

Client is starting implementation of *St. Charles 2030*, a comprehensive land use plan adopted in 2011, with a corridor revitalization effort on Paul Maillard Road/LA 52. The Revitalization Plan will focus a community vision for Paul Maillard Road using elements of the *St. Charles 2030* Vision Statement. The Revitalization Plan will be created by a transportation and planning firm (hereinafter referred to as “Planning Team”), with the assistance of an Executive Committee and Consultant

The planning process includes five phases—project kickoff, project organization and baseline data collection, analysis of existing conditions and trends, plan development with alternatives, and plan adoption—all guided by a steering committee and supported by planning staff and consultants. Subject to the terms and conditions of this Agreement, Consultant will assist Client with the following tasks in all five phases of the project.

#### PHASE 1: BASELINE CONDITIONS - \$37,560 - 58% of total budget

Planning Team will collect and organize baseline conditions for analysis and development of the revitalization plan.

##### Task 1.1 Engage Stakeholders

Consultant will assist Client and Planning Team with stakeholder engagement with a focus on community ownership of the project at every phase of the project.

##### Consultant shall:

- Assist Client and Planning Team in identifying and meeting with partners and key stakeholders along the LA 52 corridor to collect business plans of commercial and institutional stakeholders.
- Provide discussion topics educational material, as identified in Task 1.2.
- Assist Client with ongoing stakeholder meetings and presentations to focus groups

##### Consultant Deliverables:

- 1) Potential stakeholder list
- 2) Discussion topics one-pager
- 3) Stakeholder meeting summary in Microsoft Word format

##### Task 1.2 Develop Sustainable Development Discussion Components

“Discussion Topics” are designed to foster an understanding of sustainable development in the diverse community of the study area. Topics may include Complete Streets, HUD Livability Principles, place-making, revitalization without gentrification, sustainable development, building community wealth, etc. Content for Engineering and Economic one-pagers provided by Planning Team and formatted by Consultant.

## CENTER FOR PLANNING EXCELLENCE

### Scope of Services for the Paul Maillard Road Corridor Revitalization Plan

Consultant shall:

- Create a series of primers and presentations on Discussion Topics
- Collaborate with Planning Team and Client on content
- Use St. Charles Parish's existing Style Guide as a guide

**Consultant Deliverables:**

- 1) Approximately four one-pagers
- 2) Approximately four educational presentations
- 3) Templates for one-pagers in Microsoft Word format

**Task 1.3 Establish Executive Committee and Advisory Committee with Regular Meetings**

Building on existing partnerships to guide the planning process, committee members will be solicited according to several factors. The Executive Committee will consist of project partners and meet periodically throughout the planning process. Advisory Committee meetings are intended to build greater support and community engagement for the project. These Advisory Committee meetings will include the Executive Committee members in addition to other key stakeholders and occur periodically throughout the project.

Consultant shall:

- Attend all Executive Committee meetings
- Attend all Advisory Committee meetings
- Periodically present on Discussion Topics, as identified in Task 1.2
- Assist Planning Team with facilitation as needed
- Provide notes from meetings to Client and Planning Team
- Outline outreach options with Executive Committee
- Assist Planning Team with creating the Community Report Card, based on the Community Survey results and HUD's Livability Principles

**Consultant Deliverables:**

- 1) Discussion topic presentations
- 2) Discussion topic one-pagers
- 3) List of outreach options to add to Client's existing Public Participation Plan
- 4) Facilitation support
- 5) Meeting notes
- 6) Community Report Card assistance

\*Note: Though identified in Phase 1, Executive Committee and Advisory Committee meeting occur throughout the project.

**Task 1.4 Review and Enhance Public Participation Plan**

The existing Public Participation Plan created by Client will be used to guide the public engagement process. The Client, Planning Team and Consultant will review and revise as necessary to ensure that underserved populations and area schools are engaged in the process.

Consultant shall:

## CENTER FOR PLANNING EXCELLENCE

### Scope of Services for the Paul Maillard Road Corridor Revitalization Plan

- Periodically review public participation evaluation indicators and public participation plan
- Work with Client and Planning Team to ensure underserved populations are engaged
- Explore opportunities to integrate project into curriculums at Luling Elementary with Consultant Team and Client
- Assist with facilitation of activities at Luling Elementary

#### **Consultant Deliverables:**

- 1) Updates to Client for Public Participation Plan
- 2) Facilitation assistance

#### **Task 1.5 Train Community Outreach Specialists**

Client will hire two Community Outreach Specialists to work in the study area collecting data, and informing citizens of the project's status both in neighborhoods and also at office locations.

#### Consultant shall:

- Train Community Outreach Specialists, with assistance from Client
- Provide Community Outreach Specialists the educational and informational material, described in Task 1.2
- Advise Client on a work plan for Community Outreach Specialist

#### **Consultant Deliverables:**

- 1) Community Outreach Specialist work plan outline

#### **Task 1.6 Household Transportation and Housing Survey**

The Planning Team will create a community survey that will be administered by the Community Outreach Specialists.

#### Consultant shall:

- Assist the Planning Team with the survey content development
- Work with the Client and the Community Outreach Specialists to create a survey administration plan.

#### **Consultant Deliverables:**

- 1) Survey content suggestions
- 2) Survey administration plan

#### **Task 1.7 Community Workshop One – Existing Conditions and Visioning**

The Planning Team will conduct a targeted public workshop to present baseline data, gather additional data, and conduct an interactive visioning exercise along the corridor.

#### Consultant shall:

- Assist with the formulation of the interactive visioning activity, such as "I wish this was..." or "I wish I had \_\_\_\_\_ in my neighborhood"
- Create and distribute outreach material for the public meeting (Planning Team to supply content)

## CENTER FOR PLANNING EXCELLENCE

### Scope of Services for the Paul Maillard Road Corridor Revitalization Plan

- Assist Planning Team with workshop facilitation
- Provide discussion topic educational material described in Task 1.2

**Consultant Deliverables:**

- 1) Create and distribute outreach flyers, posters, emails and talking points
- 2) Facilitation assistance

**Task 1.8: Existing Conditions and Visioning Outreach**

Participation in Community Workshop One will be evaluated against indicators of underserved populations. Community Workshop One activities will be duplicated in underserved communities until desired participation levels are achieved.

Consultant shall:

- Assist Community Outreach Specialists and Client in evaluating workshop participation
- Assist Community Outreach Specialist with up to 3 more focus groups with underserved populations

**Consultant Deliverables:**

- 1) Workshop participation evaluation
- 2) Up to 3 additional focus groups

**PHASE II: ANALYSIS OF EXISTING CONDITIONS AND TRENDS - \$8,640- 13% of total budget**

Planning Team will analyze existing conditions and trends to develop revitalization plan alternatives. Community workshops will be held to develop a community vision. Stakeholder engagement will be maintained throughout this technical phase, with a focus on place making.

**Task 2.1: Community Workshop Two – Vision and Branding**

The Planning Team will conduct a 2-3 day mini-charrette to focus a community vision and brand for the revitalization plan and explore streetscape options.

Consultant shall:

- Assist with branding activity creation
- Create and distribute outreach material for the public meeting (Planning Team to supply content)
- Assist Planning Team with workshop facilitation
- Provide discussion topic educational material described in Task 1.2

**Consultant Deliverables:**

- 1) Create and distribute outreach flyers, posters, emails, and talking points
- 2) Facilitation assistance

**Task 2.2: Vision and Branding Outreach**

Participation in Community Workshop Two will be evaluated against indicators of underserved populations. Community Workshop Two activities will be duplicated in underserved communities until desired participation levels are achieved.

Consultant shall:

## CENTER FOR PLANNING EXCELLENCE

### Scope of Services for the Paul Maillard Road Corridor Revitalization Plan

- Assist Community Outreach Specialists and Client in evaluating workshop participation
- Assist Community Outreach Specialist with up to 3 more focus groups with underserved populations

**Consultant Deliverables:**

- 1) Workshop participation evaluation
- 2) Up to 3 additional focus groups

**PHASE III: CORRIDOR PLAN ALTERNATIVES - \$11,310 - 17% of total budget**

Planning Team will develop design renderings and policies to implement the vision and remedy constraints identified in Phase II analysis.

**Task 3.1 Community Workshop Three**

Planning Team will present alternative approaches to the community to identify preferred concept consensus. Alternatives will be evaluated or selected with current technologies, such as real-time voting.

Consultant shall:

- Create and distribute outreach material for the public meeting (Planning Team to supply content)
- Assist Planning Team with workshop facilitation
- Provide discussion topic educational material described in Task 1.2

**Consultant Deliverables:**

- 1) Outreach flyers, posters, emails and talking points
- 2) Facilitation assistance

**Task 3.2 Concept Selection Outreach**

Participation in Community Workshop Three will be evaluated against indicators of underserved populations. Community Workshop Three activities will be duplicated in underserved communities until desired participation levels are achieved.

Consultant shall:

- Assist Community Outreach Specialists and Client in evaluating workshop participation
- Assist Community Outreach Specialist with up to 3 more focus groups with underserved populations

**Consultant Deliverables:**

- 1) Workshop participation evaluation
- 2) Up to 3 additional focus groups

**Task 3.3 Streetscape Demonstration Project**

To the greatest extent possible, preferred concepts will be demonstrated on the corridor using temporary design features, such as temporary sidewalks, benches and street trees. This effort is designed to reinforce the results of Community Workshop Three, to evaluate the preferred concepts, to introduce the preferred concepts to the larger community.

Consultant shall:



## CENTER FOR PLANNING EXCELLENCE

### Scope of Services for the Paul Maillard Road Corridor Revitalization Plan

- Assist Client and Planning Team with the creation of a street demonstration project on one parcel, such as the St. Charles Parish Hospital
- Assist Client with coordination of streetscape demonstration

#### Consultant Deliverables:

- 1) Parcel identification
- 2) Outline of contacts and potential donations

#### Task 3.4 Review Draft Policies

Planning Team will utilize design concepts and feedback from Community Workshop Three to draft initial policy documents for review.

#### Consultant shall:

- Provide a technical edit to draft Policies

#### Consultant Deliverables:

- 1) Edits to Microsoft Word document in Track Changes

#### PHASE IV: DRAFT CORRIDOR REVITALIZATION PLAN - \$3,360 - 5% of total budget

Planning Team will propose and refine a draft corridor revitalization plan based on public input, committee guidance and Client review.

#### Task 4.1 Evaluate Plan Elements

Client will review plan elements for consistency with vision, brand, preferred design concept and ability to achieve goals. Elements will be forwarded to Executive Committee and Advisory Committee for discussion.

#### Consultant shall:

- Provide a technical edit of the Plan Elements

#### Consultant Deliverables:

- 1) Edits to Microsoft Word document in Track Changes

#### Task 4.2 Evaluate Implementation Plan

Client will review the implementation strategy for consistency with vision and ability to achieve goals. Elements will be forwarded to Executive Committee and Advisory Committee for discussion.

#### Consultant shall:

- Provide a technical edit of the Implementation Plan

#### Consultant Deliverables:

- 1) Edits to Microsoft Word document in Track Changes

#### Task 4.3 Community Workshop Four - Plan Refinement

## CENTER FOR PLANNING EXCELLENCE

### Scope of Services for the Paul Maillard Road Corridor Revitalization Plan

Draft plan will be presented and public and stakeholder input will be used to guide plan refinements.

Consultant shall:

- Create and distribute outreach material for the public meeting (Planning Team to supply content)
- Assist Planning Team with workshop facilitation
- Provide discussion topic educational material described in Task 1.2

**Consultant Deliverables:**

- 1) Outreach flyers, posters, emails and talking points
- 2) Facilitation assistance

**PHASE V: FINAL PLAN AND ADOPTION - \$1,300 - 2% of total budget**

The Planning Team and Client will conduct meetings with the Planning Commission and Parish Council to ensure the adoption of the final plan.

**Task 5.1 Plan Adoption Assistance**

Consultant will assist Planning Team and Client with final plan adoption.

Consultant shall:

- Supply one (1) letter of support template for Client to disperse to Executive Committee and Advisory Committee
- Attend the Planning Commission and Parish Council meeting in support of the plan

**Consultant Deliverables:**

- 1) Template letter of support
- 2) Attend Planning Commission and Parish Council adoption meetings

**BUDGET**

The project budget for the above-proposed services is a lump sum of \$65,000, including expenses, mileage and materials.

**CENTER FOR PLANNING EXCELLENCE**  
**Paul Maillard Road Corridor Revitalization Plan**

**Exhibit B**  
**ACCEPTABLE CONSULTANT STAFF**

CONSULTANT must provide all work identified in this contract through the following personnel:

Haley Blakeman, PLA, AICP, Project Manager

Camille Manning Broome, Director of Planning and Implementation

Jeannette Dubinin, Community Planner

Phillip LaFargue, Director of Communications

Lauren LaFitte Marschall, APA, Community Planner

**2013-0009**

**INTRODUCED BY: TERRELL D. WILSON, COUNCILMAN, DISTRICT I**  
**ORDINANCE NO.** \_\_\_\_\_

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of **"No Overnight Parking"** signs on Avalon Place, Tristan Lane, Kaylee Drive, Meredith Place, and Laklynn Lane in Avalon Subdivision in Hahnville.

**WHEREAS,** Traffic control signs have been posted by the Department of Public Works since the adoption of Ordinance No. 82-10-9.

**WHEREAS,** In accordance with Section 15-5, Motor Vehicles and Traffic, of the St. Charles Parish Code of Ordinances, the Department of Public Works is hereby authorized to order the erection, removal and location of such traffic control signs, signals, devices and markings as provided in the chapter or any amendments thereto.

**NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, DO HEREBY ORDAIN** that **"No Overnight Parking"** signs shall be installed on Avalon Place, Tristan Lane, Kaylee Drive, Meredith Place, and Laklynn Lane in Avalon Subdivision in Hahnville.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013 to become effective five (5) days after publication in the Official Journal.

No Overnight Parking on several streets in Avalon Subdivision, Hahnville

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

**2013-0013**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(GRANTS OFFICE)**

**RESOLUTION NO. \_\_\_\_\_**

A resolution supporting the application for funding of the West Bank B Plant Clarifier Refurbishment project through the Louisiana Office of Community Development's FY 2012-2013 Community Water Enrichment Fund.

- WHEREAS,** in the 2012 Regular Legislative Session, House Bill 2 included \$10 million for a Community Water Enrichment Fund for local governments; and,  
**WHEREAS,** the amount available to each parish will be \$151,698 for this current fiscal year; and,  
**WHEREAS,** the clarifier located at the Waterworks West Bank B Plant serves both the East and West Banks of St. Charles Parish and is in need of refurbishment to ensure the high standard of water quality is maintained; and,  
**WHEREAS,** sandblasting and repainting of all steel appurtenances and resurfacing of concrete will assure that the two million gallon per day clarifier continues to operate efficiently and allow the Parish to continue to provide premium water to the residents of St. Charles Parish; and,  
**WHEREAS,** the Department of Waterworks is in need of additional funding for said project; and,  
**WHEREAS,** the Parish President and the Department of Waterworks requests the Council's support for the application to have this recommended improvement funded through the Louisiana Office of Community Development's FY 2012-2013 Community Water Enrichment Fund.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL,** do hereby approve and support the application for funding of the West Bank B Plant Clarifier Refurbishment project through the Louisiana Office of Community Development's FY 2012-2013 Community Water Enrichment Fund.

**BE IT FURTHER RESOLVED,** that the Parish President is hereby authorized to execute any and all documents necessary on behalf of St. Charles Parish in regards to said application.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED : \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

2013-0014

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PLANNING AND ZONING)

RESOLUTION NO. \_\_\_\_\_

A resolution providing mandatory supporting authorization to endorse the resubdivision of Lot ADV-19 into Lots ADV-19-A, ADV-19-B, ADV-19-C and ADV-19-D located in Section 46, T13S R21E, between 12237 and 12287 Hwy. 90, Luling, St. Charles Parish, LA. Zoning District C-2. Council District 7 with a requested waiver of the frontage requirement for Lot ADV-19-C from 60 feet to 40.26 feet and a waiver to the requirements that all side lot lines shall be at right angles to straight street lines, as requested by the Louisiana Department of Transportation and Development.

**WHEREAS,** the St. Charles Parish Subdivision Ordinance of 1981 (as amended) requires a supporting resolution of the Parish Council to waive the frontage width for all lots; and,

**WHEREAS,** the proposed Lot ADV-19-C will have 40.26 feet of frontage and thus not meet the minimum 60 feet; and,

**WHEREAS,** the St. Charles Parish Subdivision Ordinance of 1981 (as amended) requires a supporting resolution of the Parish Council to waive the requirements that all lot side lines shall be at right angles to straight street lines; and,

**WHEREAS,** all proposed lots contain side lot lines that will not be at right angles to US 90; and,

**WHEREAS,** the St. Charles Parish Planning & Zoning Commission approved positive recommendation of said waivers in case number PZS-2012-31.

**NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL,** does hereby provide this supporting resolution for PZS-2012-31, Resubdivision of Lot ADV-19 into Lots ADV-19-A, ADV-19-B, ADV-19-C and ADV-19-D, located in Section 46, T13S R21E, between 12237 and 12287 Hwy. 90, Luling, St. Charles Parish, LA, with a waiver of the frontage requirement for Lot ADV-19-C from 60 feet to 40.26 feet and a waiver to the requirements that all side lot lines be at right angles to straight street lines, as requested by the Louisiana Department of Transportation and Development.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_



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**RECOMMENDATIONS AT A GLANCE**

PZS-2012-31 requested by LA State Department of Highways for Resubdivision of Lot ADV-19 into Lots ADV-19-1, ADV-19-B, ADV-19-C and ADV-19-D with a requested waiver of the frontage requirement for Lot ADV-19-C from 60 feet to 40.26 feet and a waiver to the requirements that all lot side lines shall be at right angles to straight street lines, for the Louisiana Department of Transportation and Development located in Section 46, T13S R21E, between 12237 and 12287 Hwy. 90, Luling, St. Charles Parish, LA. Zoning District C-2. Council District 7.

**Planning Department Recommendation:**

Approval

**Planning Commission Recommendation:**

Approval

Mr. Gibbs: Next item on the agenda PZS-2012-31 requested by LA State Department of Highways for Resubdivision of Lot ADV-19 into Lots ADV-19-1, ADV-19-B, ADV-19-C and ADV-19-D with a requested waiver of the frontage requirement for Lot ADV-19-C from 60 feet to 40.26 feet and a waiver to the requirements that all lot side lines shall be at right angles to straight street lines, for the Louisiana Department of Transportation and Development located in Section 46, T13S R21E, between 12237 and 12287 Hwy. 90, Luling, St. Charles Parish, LA. Zoning District C-2. Council District 7. Mr. Romano.

Mr. Romano: Thank you Mr. Chairman. The site is located between 12237 and 12287 Hwy. 90 in Luling is the subject of a strip of land owned by DOTD between St Anthony Street and the Lone Star Canal in Luling. This property was acquired by DOTD for the eventual widening of US 90. Commercial development along US 90 occurred with large setbacks; in some cases further than 100-feet from the highway. Several years ago, the state performed a study of the US 90 corridor as the possible route for Interstate 49 from Raceland in Lafourche Parish to the Westbank Expressway in Jefferson Parish. In 2007 the Record of Decision for the Interstate placed the route through this section of Luling north of the BNSF Railroad. Therefore, the land that is subject of this application is no longer needed for future widening of Highway 90 and DOTD desires to put the property into commerce.

The proposed 4 lots generally align with the commercial lots immediately to their rears. Because those lots front along what is presently highway right of way, they currently conform to hard surface frontage requirements. Once the 4 DOTD lots are created, those existing parcels will be cut off from the highway. The Planning & Zoning Department understands that the owners of the commercial lots expect to acquire the DOTD lots. Once each acquisition is complete, the Department recommends that the lots be subdivided by each owner into single lots to recreate lots that front on the right of way. If the lots are acquired by those other than those owning the commercial lots, the land-locked condition will obviously remain.

Lot ADV-19-C, aligns with an existing driveway and does not have the minimum 60-feet of hard surface frontage. Therefore, creation of this lot cannot be approved without a waiver to the minimum frontage requirement.

During review of the submitted survey, the Department gave a list of needed revisions to the applicant. As of this report, we've received a draft of the plat to be revised. We have been in contact with the surveyor about some further revisions to be made, but the department does recommend that provided that certain revisions are added to the plat, upon our receipt of the revised plats, we will forward the plats for signature. Furthermore, because there is a waiver that is required, it has to go the Council for a supporting resolution, we can't present the plat to the Council until the plats have the revision. The main thing that we need to note on the plat is that the center lot which is ADV-19-B, we need denoted on it a 25 ft. wide servitude for access and utility. So that's the only lot that does not front into, it fronts onto a vacant lot, there's no development on it as of now. But for future development, the access needs to be denoted so that there is no issue with regard to that lot owner having access to Hwy. 90 via ADV-19-B. We also need the plat to show existing driveways and indicate them as private servitudes of access for utilities. As I stated these all need to be on the plat before we can present them to the Commission Chairman for signature, assuming that it gets approved and before it can be forwarded to the Council. The Department recommends a positive recommendation to the waiver of the frontage requirement and the parallel lines, the lines being perpendicular to the frontage lines along Hwy. 90. The Department recommends approval upon acceptance of those items.

Mr. Gibbs: Thank you Mr. Romano. Is there anyone here to speak in favor of PZS-2012-31? Anyone here to speak against?

Mr. Clulee: Mr. Chairman. I was talking to Mr. Murray he's here tonight representing and I also talked to Ms. Marousek and we may need to stipulate these drawings but I see no reason to hold the vote on this tonight.

Mr. Gibbs: I agree.

Mr. Booth: I make a motion that we call for a vote with ADV-19-B with servitude as recommended by the Department and that the driveways be denoted on the plat as servitude.

Ms. Marousek: Just to clarify, we were looking for a 25 ft. access and utility servitude across Lot ADV-19-B and to show the existing driveways on ADV-19-A and ADV-19-C and to indicate those as private servitudes for access and utilities.

Mr. Booth: So moved with also the waiver of frontage requirement for Lot ADV-19-C.

Mr. Clulee: I second that.

Ms. Marousek: Can we add to that waiver we added to the lot line?

Mr. Booth: Yes.

Mr. Clulee: I'll second it 10 times. Call for the vote.

Mr. Gibbs: Commission members cast your vote.

YEAS: Foster, Booth, Gibbs, Galliano, Clulee, Perry

NAYS: None

ABSENT: Pierre

Mr. Gibbs: That passes unanimously with Ms. Pierre absent. Again that will go to the Council on Tuesday, the 22<sup>nd</sup>.

Ms. Marousek: That date will be pending the receipt and signature of the revised plat.

Mr. Gibbs: Thank you.

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## St. Charles Parish Department of Planning & Zoning

### LAND USE REPORT

**CASE NUMBER: PZR-2012-31**

#### GENERAL APPLICATION INFORMATION

- ♦ **Name/Address of Applicant:** **Application Date: 7/31/12**  
LA State Dept of Highways  
1201 Capitol Access Rd  
Baton Rouge LA 70802  
255.379.1232
- ♦ **Location of Site:**  
Between 12237 and 12287 US 90
- ♦ **Requested Action:**  
Resubdivision of Lot ADV-19 into Lots ADV-19-1, ADV-19-B, and ADV-19-C

#### SITE-SPECIFIC INFORMATION

- ♦ **Size of Parcel:** **Zoning and Land Use:**  
75,522.70 sf C-2
- ♦ **Surrounding Land Uses and Zoning:**  
West, south, east sides: C-2 zoning and land uses  
North (across US 90): M2 zoning, BNSF Railroad and Monsanto are situated
- ♦ **Plan 2030 Recommendations:** **Utilities:** **Traffic Access:**  
General Commercial All exist. US 90.

#### APPLICABLE REGULATIONS

##### Subdivision Ordinance, Section II. Subdivision Procedure E. 4.

##### C. Minor Resubdivisions.

In instances where a net increase of five (5) or fewer lots is proposed by subdivision or resubdivision and no new or additional public improvements are required, no formal preliminary plat shall be required. However, the presented plan of resubdivision shall conform to requirements outlined in section II.C.3. of this section. The Planning and Zoning Commission has the authority to approve or disapprove such resubdivisions without Council action, provided the required public notice and public hearing actions have occurred. The proposal shall be in compliance with all relevant land use regulations, including the St. Charles Parish Zoning Ordinance and Subdivision Regulations, as amended. This authority shall not exceed the limits herein.

AND:

##### III.] C-2 General commercial district— Retail sales:

1. Use Regulations:
  - a. A building or land shall be used for the following purposes:
    - (1) All uses allowed in C-1 District. (Ord. No. 88-5-5, 5-16-88)
    - (2) Retail sales (except auto and mobile home sales), usage, and storage
    - (3) Hotels, motels and apartment hotels
    - (4) [Repealed by Ord. No. 92-9-14, 9-8-92.]
    - (5) Restaurants (including drive-in restaurants) and cafeterias. Specific land use requirements for restaurants serving alcoholic beverages are contained in subsection III.59. of these regulations, with further details contained within Chapter 3 of the St. Charles Parish Code of Ordinances. (Ord. No. 94-11-2, § V, 11-7-94)
    - (6) Animal hospitals where all animals are kept inside the building
    - (7) Service station
    - (8) Commercial recreation facilities
    - (9) Commercial greenhouses and nurseries

(10) Commercial schools

(11) Shops not to exceed two thousand five hundred (2,500) square feet of floor area for the repair and servicing of the following:

bicycles

radios

televisions

stereos and recorders

household appliances

locksmith

typewriters

other similar uses

(12) Shops not to exceed two thousand five hundred (2,500) square feet of floor area may also include the following uses:

dressmakers

millinery

tailors

baking goods sales

laundry and dry cleaners

theatres (but not the drive-in type)

(13) Laboratories

(14) Customary accessory uses incidental to the above uses when located on the same lot

(15) Funeral homes (provided that a petition of no objection signed by a majority of property owners within a three hundred foot radius of the site and one hundred (100) percent of the property owners on the same street within the same block be filed with the Planning Zoning Department

(16) Cemeteries and mausoleums, provided however that such uses shall be located on sites of at least twenty (20) acres, all graves shall be set back at least fifty (50) feet from all property lines, shall have a minimum street frontage of one hundred (100) feet and a fence or screen planting six (6) feet high shall be provided along all property lines adjoining all districts

Cellular/communication towers. (Ord. No. 95-9-11, 9-18-95)

(17) Other uses of similar intensity.

(18) Mini-storage facilities (limited to one-story construction in C-2 district). (Ord. No. 98-3-17, § II, 3-23-98).

b. Special exception uses and structures include the following:

(1) Dwelling units contained within the office building

(2) Reserved

(3) Reserved

(4) Churches

(5) Movie theaters

(6) Temporary on-site construction buildings for a period of one (1) year upon approval of the Planning Director. (Ord. No. 88-9-9, 9-6-88)

(Ord. No. 85-7-17, 7-22-85)

c. Special permit uses and structures include the following:

(1) R-1A and R-1B uses upon review and approval by the Planning Commission.

(2) R-3 uses upon review and approval by the Planning Commission and supporting resolution of the Council.

(3) Office buildings for gaming operations, excluding all gaming activities, upon review and approval by the Planning Commission and supporting resolution of the Council.

(4) Motor vehicle repair. Automobile sales and service on designated federal and state highways; body repair activities being strictly prohibited in the C-2 zoning district.

(5) Heating and air conditioning service.

(6) Sheet metal shops

(7) Plumbing shops.

(8) Green markets upon review and approval by the Planning Commission and supporting resolution of the Council. Such sites must possess frontage on a hard-surfaced public collector or arterial street.

(9) Bingo halls, video bingo parlors, and off-track betting establishments upon review of the planning commission and ordinance of the St. Charles Parish Council.

(Ord. No. 92-9-14, 9-8-92; Ord. No. 94-1-9, § III, 1-10-94; Ord. No. 94-6-6, § I, 6-6-94; Ord. No. 98-7-6, 7-6-98; Ord. No. 02-5-21, 5-20-02; Ord. No. 03-1-12, § III, 1-21-03; Ord. No. 07-10-10, § I, 10-15-07; Ord. No. 09-4-19, § 1, 4-20-09)

Spatial Requirements:

a. Minimum lot size: Six thousand (6,000) square feet, minimum width - sixty (60) feet.

b. Minimum yard sizes:

(1) Front - twenty (20) feet



(2) Side - five (5) feet

(3) Rear - ten (10) feet.

(Ord. No. 82-6-6, § 1, 6-7-82)

(4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999. (Ord. No. 08-8-9, § XI, 8-18-08)

3. Transportation Requirements: Arterial

4. Special Provisions:

a. Where any commercial use in a C-2 zoning district abuts any residential district or use, a six-foot high solid wood fence or masonry wall shall border the same and there shall be a buffer strip ten (10) feet wide designated and maintained on the site planted with plant materials acceptable for buffer zones.

(Ord. No. 82-6-9, § III, 6-7-82; Ord. No. 98-1-3, § III, 1-5-98)

## ANALYSIS

The subject property is a strip of land owned by DOTD along US 90 between St Anthony Street and the Lone Star Canal in Luling. This property was acquired by DOTD for the widening of US 90. Commercial development along US 90 occurred with large setbacks; in some cases further than 100-feet from the highway. Several years ago, the state performed a study of the US 90 corridor as the possible route for Interstate 49 from Raceland in Lafourche Parish to the Westbank Expressway in Jefferson Parish. In 2007 the Record of Decision for the Interstate placed the route through this section of Luling north of the BNSF Railroad. Therefore, the land that is subject of this application is no longer needed for future widening of Highway 90 and DOTD desires to put the property into commerce.

The proposed 4 lots generally align with the commercial lots immediately to their rears. Because those lots front along what is presently highway right of way, they currently conform to hard surface frontage requirements. Once the 4 DOTD lots are created, those existing parcels will be cut off from the highway. The Planning & Zoning Department understands that the owners of the commercial lots expect to acquire the DOTD lots. Once each acquisition is complete, the Department recommends that the lots be subdivided by each owner into single lots to recreate lots that front on the right of way. If the lots are acquired by those other than those owning the commercial lots, the land-locked condition will obviously remain.

Lot ADV-19-C, aligns with an existing driveway and does not have the minimum 60-feet of hard surface frontage. Therefore, creation of this lot cannot be approved without a waiver to the minimum frontage requirement.

During review of the submitted survey, the Department gave a list of needed revisions to the applicant. As of this report, the Department has not received the revised plats.

## DEPARTMENTAL RECOMMENDATION

Approval if positive recommendation to waive the frontage requirement of Lot 19-C is approved.



SOUTHEASTERN LAND DISTRICT  
WEST OF THE MISSISSIPPI RIVER

SEC. 46  
T13S R21E

U.S. 90 TO NEW ORLEANS

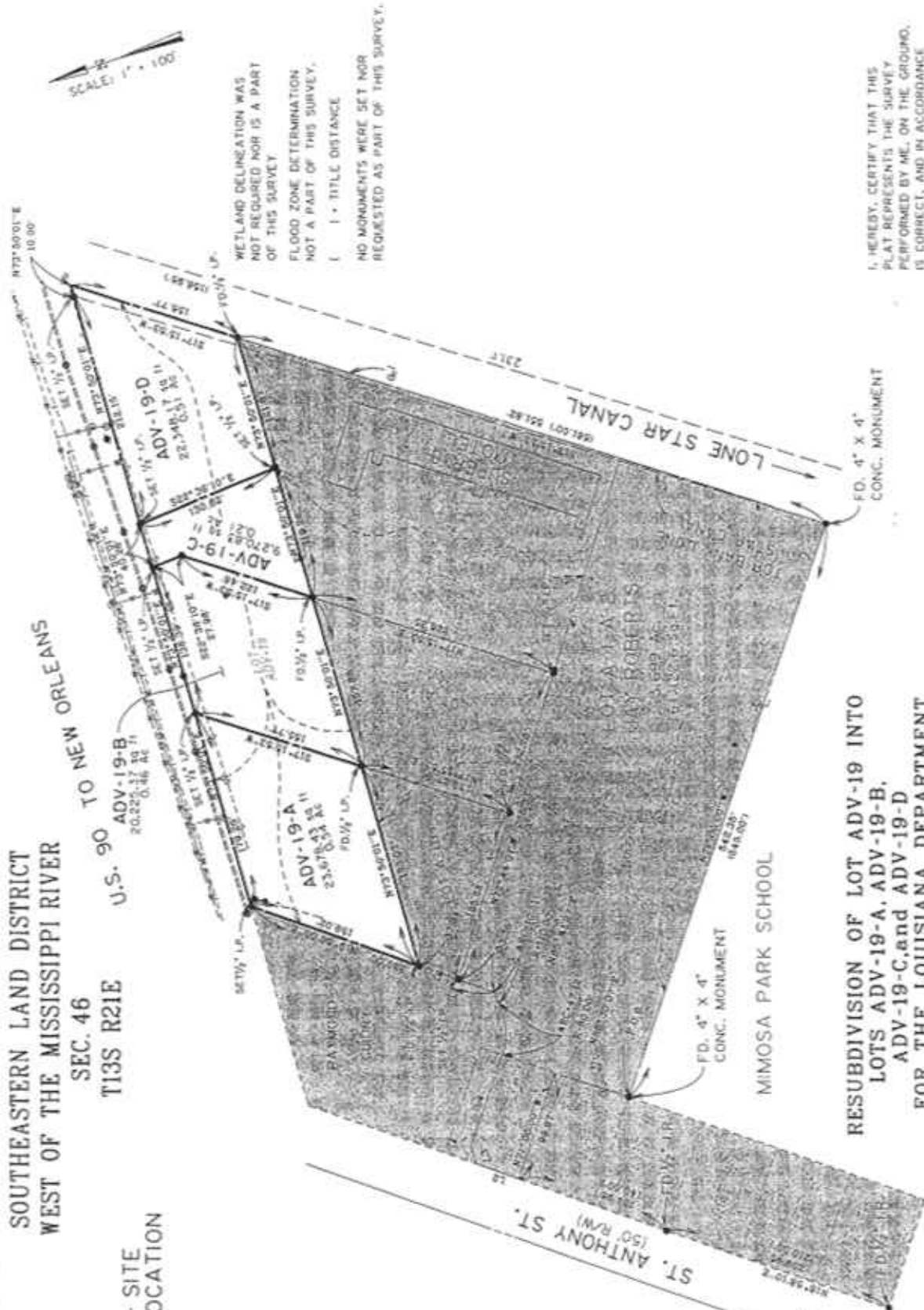
SITE  
LOCATION



VICINITY MAP  
SCALE: 1" = 2,000'

LINE	BEARING	DISTANCE
L2	N18°58'10"E	40.03'
L3	N73°50'01"E	17.28'
L4	S71°00'00"E	85.84'
L5	N17°37'00"E	69.58'

- NOTES:
1. DASHED TEXT REPRESENTS PREVIOUS PARCEL.
  2. DESIGNATION AND INVESTIGATION OF SERVITUDES.
  3. THE PURPOSE OF THIS SURVEY DOES NOT REQUIRE, NOR INCLUDE RESEARCH AND INVESTIGATION OF SERVITUDES.
  4. THE ORIGIN OF THE BEARINGS IS IN REFERENCE TO PLAT OF SURVEY SHOWING "SURVEY OF AN UNDIVIDED TRACT OF LAND AND A PORTION OF LOT 3, BLOCK 5-A, LAGATUTTA ADDITION NO. 1 TO MIMOSA PARK LOCATED IN SECTION 46, T13S R21E NEAR BOUTTE, ST. CHARLES PARISH, LOUISIANA", BY LOUIS LYLES BUDGEN, PROFESSIONAL LAND SURVEYOR, DATED FEB. 1999.
  5. REFERENCE MAP, "SUBDIVISION OF A PORTION OF LOT A-1 AND A PORTION OF LOT 3, BLOCK 5-A LAGATUTTA ADDITION NO. 1 TO MIMOSA PARK INTO LOTS A-1B AND A-1C AND COMBINING THE BALANCE OF LOT A-1 WITH LOT A-2 TO FORM LOT A-1-A-2 FOR JAY ROBERTS LOCATED IN SECTION 46, T13S R21E NEAR BOUTTE, ST. CHARLES PARISH, LOUISIANA", BY LOUIS LYLES BUDGEN, PROFESSIONAL LAND SURVEYOR, DATED NOV. 1, 2000.
  6. SHADED AREA NOT PART OF RESUBDIVISION.



RESUBDIVISION OF LOT ADV-19 INTO  
LOTS ADV-19-A, ADV-19-B,  
ADV-19-C and ADV-19-D  
FOR THE LOUISIANA DEPARTMENT  
OF TRANSPORTATION AND DEVELOPMENT  
LOCATED IN  
SECTION 46, T13S R21E  
NEAR BOUTTE,  
ST. CHARLES PARISH, LOUISIANA

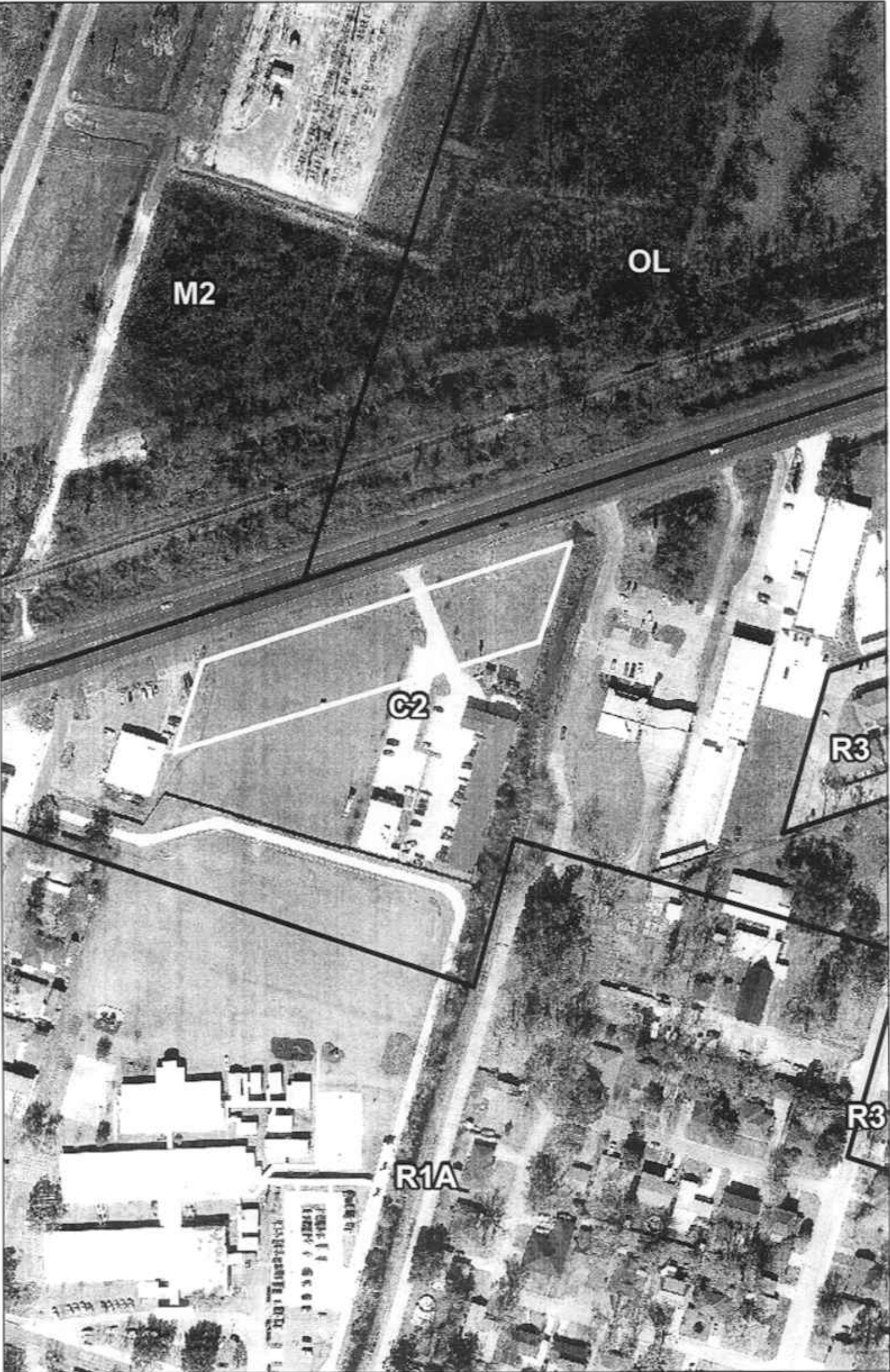
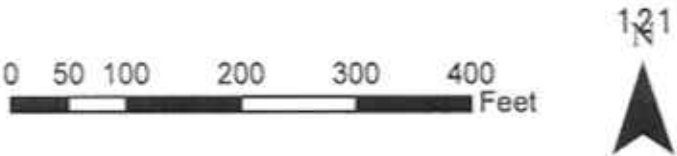
DRAWN BY: A.D.S. SCALE: 1" = 100'  
DATE: November 27, 2012 CHECKED BY: A.D.S.

SHREED-KUTYRENDALL & ASSOC.  
ENGINEERS, ARCHITECTS AND PLANNERS  
13000 AIRCRAFT WINGWAY DRIVE, SUITE 100  
BAYTOWN, LOUISIANA 70687

I, HEREBY, CERTIFY THAT THIS  
PLAT REPRESENTS THE SURVEY  
PERFORMED BY ME, ON THE GROUND,  
IS CORRECT, AND IN ACCORDANCE  
WITH APPLICABLE STANDARDS OF  
PRACTICE, AS OBTAINED FROM THE  
STIPULATED OFFICE OF PROFESSIONAL  
SURVEYS.

*Richard B. Shreed*  
RICHARD B. SHREED  
PROFESSIONAL LAND SURVEYOR #4695  
11/27/12

PZS 2012-31  
Requested by LA DOT  
For resubdivision of a portion of highway frontage  
into four lots, each less than an acre



**2013-0017**  
**INTRODUCED BY: ST. CHARLES PARISH COUNCIL**  
**RESOLUTION NO. \_\_\_\_\_**

A resolution authorizing the issuance of a Special License to St. John The Baptist Catholic Church to conduct a Super Bingo.

**WHEREAS,** Parishes of the State of Louisiana are authorized to issue special licenses for super bingos pursuant to the authority granted by L.R.S. 4861.7; and,

**WHEREAS,** Section II.D. of Ordinance No. 89-4-2 provides that the Parish Council may issue by resolution special licenses for the conduct of bingo sessions at which the total amount of prizes to be awarded shall not exceed twenty-five thousand dollars (\$25,000.00) in cash or other thing(s) of value.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL,** do hereby authorize the issuance of a Special License to St. John The Baptist Catholic Church to conduct a Super Bingo on Tuesday, February 5, 2013, with the total amount of prizes to be awarded not exceeding Fifteen Thousand dollars (\$15,000.00).

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

And the resolution was declared adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2013, to become effective five (5) days after publication in the Official Journal.

SuperBingo-St. John Catholic Church 2013 Feb

CHAIRMAN : \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED : \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

*December 31, 2012*

*ST CHARLES PARISH COUNCIL*

*DEAR COUNCIL SECETARY*

*PLEASE PLACE THE FOLLOWING REQUEST FOR SUPER BINGO APPROVAL FOR THE FOLLOWING LICENESED BINGO ORGANIZATION'S*

✓ *TUESDAY FEB 5<sup>TH</sup> 2013*

*ST. JOHN THE BAPTIST CATHOLIC CHURCH, EDGARD LA.*

*FRIDAY MARCH 1<sup>ST</sup> 2013*

*LULING / BOUTTE LIONS CLUB OF BOUTTE LA.*

*THURSDAY APRIL 4<sup>TH</sup> 2013*

*WEST ST. JOHN BAND BOOSTER CLUB*

*PLEASE CALL WITH ANY QUESTIONS, JOHN LANDRY 985-785-1121.*

*985-233-1701 cell*

*THANKS IN ADVANCE*

*JOHN LANDRY*

*BOUTTE BINGO HALL*

A handwritten signature in black ink, appearing to read "John Landry", is written over the typed name and address.